



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 20, 2019
6:00 PM
DALTON CITY HALL**

A G E N D A

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

1. Discussion of Dalton Utilities Potential Sewer Projects
2. Review of Agenda

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

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [3.](#) National Public Works Week - May 19-25, 2019
- [4.](#) Historic Preservation Month - May 2019 - Dalton Historic Preservation Commission

Special Recognitions:

- [5.](#) Historic Preservation Commission Outstanding Preservation Projects:
 - Barrett Properties - 112 W. King St.
 - Cheryl Crouch & Dana Easley - 304 S. Hamilton St.
 - Juan Lama 246-248 N. Hamilton St.
 - Cookie Cook - 404 Fairview Dr.

Minutes:

- [6.](#) Mayor and Council Regular and Work Session Minutes of May 6, 2019

New Business:

- [7.](#) 2019-2020 Main Street MOU

8. Dalton-Whitfield Planning Commission Recommendation:
Ordinance 19-09
The request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street.
9. KnowBe4 Security Awareness Training Subscription
10. Life Insurance Policy Renewal/Carrier Change
11. Contract for Services with Northwest Georgia Paving, Inc. for the Emergency Reconstruction of the Botany Woods Drive Slope Failure
12. Change Order 001 - Parapet Patching on the Waugh Street Bridge Header/Joint Reconstruction Project
13. Contract with KRH Architects for City Hall Roof Repair
14. Acceptance of RFP from All Roof Solutions to Replace Roofing Material at City Hall

Supplemental Business:

Adjournment

PROCLAMATION



NATIONAL PUBLIC WORKS WEEK MAY 19-25, 2019



WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the citizens of the City of Dalton; and

WHEREAS, these infrastructure, facilities, and services would not be available without the dedicated efforts of public works professionals, employees, engineers, and managers who must plan, design, build, repair, operate, and maintain the City's transportation systems, street and sidewalk network, stormwater infrastructure, curbside waste collection programs, sanitation efforts, right of way landscaping, and other services essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens and civic leaders of this City to maintain a progressive interest in the public works needs and programs of the community; and

WHEREAS, 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia do hereby designate the week of **May 19 - 25, 2019** as "**National Public Works Week**" and I urge all citizens to join with representatives of the American Public Works Association and other government agencies to recognize the substantial contributions that Public Works makes daily to maintain and improve our City's health, safety, welfare and quality of life.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____ May 20, 2019

PROCLAMATION



HISTORIC PRESERVATION MONTH MAY 2019



WHEREAS, every year in May, local preservation groups, state historical societies, and business and civic organizations across the country celebrate Historic Preservation Month through events that promote historic places, heritage tourism, and that demonstrate the social and economic benefits of historic preservation; and

WHEREAS, Historic Preservation helps to maintain community character while enhancing livability and gives citizens a deeper understanding of their diverse heritage and a greater appreciation of our unique historic and natural resources; and

WHEREAS, Historic Preservation is an effective tool to build awareness with the concerns of neighborhood history, the city's heritage, and the economic benefits realized by initiating improvements and restoring a community to a thriving condition.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby proclaim May 2019 as “**HISTORIC PRESERVATION MONTH**” and recognize our local Historic Preservation Commission for their effort so that historic resources in our city can be preserved for future generations.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____ May 20, 2019

**Outstanding
Preservation Project
2018**

**City of Dalton
Historic Preservation
Commission**

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
MAY 6, 2019

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

AGENDA REVIEW

The Mayor and Council reviewed the agenda items, in specific the following:

RENEWAL OF SPECTRA AGREEMENT

Human Resources Director Greg Batts submitted the Renewal of Spectra Agreement to clean the floors at City Hall to the Mayor and Council explaining that the agreement amount is \$4,945.92 and the City School System will pay half of that cost.

INSURANCE RENEWALS WITH MCGRUFF INSURANCE SERVICES

Human Resources Director Greg Batts submitted several Insurance Renewal policies for the Mayor and Council to review. Batts stated that property and liability insurance premiums went down approximately \$12,000 from last year to this year. Batts further stated when calculated, the City's nearly 388 vehicles including fire trucks are insured at approximately \$360.00 per vehicle, per year.

Council member Gary Crews asked if the City has a back-up plan in the event of a cyber attack?

IT Director Darin Waldrop stated that his department has partnered with KnowBe4. KnowBe4 is the world's leading Security Awareness Training organization. Waldrop stated KnowBe4 will help his department create a "human firewall" which can protect us against malicious emails. This state-of-the-art program includes security awareness training and simulated phishing attacks.

BUDGET AMENDMENTS

CFO Cindy Jackson reviewed Budget Amendment FY 2018 Final and Budget Amendment #2 FY 2019.

PURCHASING POLICY CHANGE

CFO Cindy Jackson stated to the Mayor and Council that the purchasing policy added the HB 489 language (Georgia Procurement Registry posting requirement) that was effective 7/1/18 as found in section F 1© on pages 6 & 7. Jackson stated that the City has been placing bids and RFP's on the Georgia Procurement Registry since 7/1/18, but hadn't changed it in the policy.

TRAVEL POLICY CHANGE

CFO Cindy Jackson stated to the Mayor and Council that the travel policy will be using per diem rates for Georgia as published on the US General Administrative Services Administration website instead of the flat rates noted in the policy starting 7/1/19. Jackson stated the only section that changed is on page 3 Overnight Travel 1 & 2 and single day trips outside of Whitfield County.

CDBG PROGRAM ITEMS

CFO Cindy Jackson reported that the City's 5 Year Consolidated Plan, 2019 Annual Action Plan, and Analysis of Impediments to Fair Housing (AI) is placed on the City's website and at the Finance Counter for review. Jackson stated the 5 year ConPlan identifies community and housing needs as obtained from public meetings, on-line survey, and contacting local stakeholders. Jackson further stated that the ConPlan has to be prepared and submitted to HUD every 5 years and the Annual Action Plan is prepared and submitted annually. Additionally Jackson stated that an overview of applicant funding requests and recommended funding for the 7/1/19 – 6/30/20 period was submitted to the Mayor and Council. Jackson stated the AI examines a variety of sources related to housing, ensures Dalton is affirmatively furthering fair housing, and assesses the fair housing delivery system and housing transactions.

CONTRACT FOR CDBG ADMINISTRATIVE SERVICES

CFO Cindy Jackson discussed the CDBG Administrative Services Contract. Jackson stated that Finance requested Request for Proposals and Blulynx Solutions, the current provider, is being recommended for Administrative Services for CDBG in the amount of \$62,487.00.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION:

The request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street (Parcel 12-220-10-008).

Item will be tabled for further information

AIRPORT HANGAR LEASE AGREEMENTS

City Administrator Jason Parker explained to the Mayor and Council that hangar rent increased by \$10.00 per month and Consumer Price Index (CPI) was instituted. Parker stated that all tenants were asked to sign a new lease agreement that needs to be executed by the Mayor.

PYROTECHNICO CONTRACT FOR JULY 4TH FIREWORKS DISPLAY

Recreation Director Mike Miller explained the Pyrotechnico Contract for July 4th Fireworks Display. Miller stated the contract is in the amount of \$18,500.00.

Mayor and Council
Work Session
Page 3
May 6, 2019

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 5:56 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 6, 2019

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

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There was no public comments.

PROCLAMATIONS

50th Anniversary of Municipal Clerks Week - May 5-11, 2019

The Mayor and Council proclaimed the week of May 5-11, 2019 as "Municipal Clerks Week" and further extended appreciation to our Municipal City Clerk, Bernadette Chattam and Deputy City Clerk Gesse Cabrera, for the vital services they perform and their exemplary dedication to the communities they represent.

National Police Week - May 12-18, 2019

The Mayor and Council proclaimed the week of May 12-18, 2019 as "Police Week" and to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enduring reputation for preserving the rights and security of all citizens.

National Travel and Tourism Week - May 5-11, 2019

The Mayor and Council proclaimed the week of May 5-11, 2019 as "National Travel and Tourism Week" and urged the citizens of our city to join in this special observation.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of April 15, 2019. On the motion of Council member Goodlett, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION

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

RENEWAL OF SPECTRA AGREEMENT

The Mayor and Council reviewed the Renewal Agreement of Spectra to clean the carpets and hard surfaces in City Hall at a cost of \$4,945.92. On the motion of Council member Crews, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

BUDGET AMENDMENTS

FY2018 Final and Amendment #2 FY2019

CFO Cindy Jackson presented the Final Budget amendment for audit submittal for year ending 12/31/2018 for various funds. Jackson also submitted Amendment #2 FY 2019 for various departments. On the motion of Council member Harlan, second Council member Goodlett, both amendments were approved. A copy of each amendment is a part of this record. The vote was unanimous in favor.

PURCHASING POLICY CHANGE

The Mayor and Council reviewed the changes in the Purchasing Policy. CFO Cindy Jackson stated the changes reflect HB 489 for posting bids and proposals on the Georgia Procurement Registry. On the motion of Council member Harlan, second Council member Goodlett, the policy change was approved.

TRAVEL POLICY CHANGE

The Mayor and Council reviewed the changes in the Travel Policy. CFO Cindy Jackson stated the change will amend the state travel to the annual per diem rates as published by US General Administrative Services Administration. On the motion of Council member Harlan, second Council member Goodlett, the policy changed was amended. The vote was unanimous in favor.

CONTRACT FOR CDBG ADMINISTRATIVE SERVICES

The Mayor and Council reviewed the Contract for CDBG Administrative Services in the amount of \$62,487.00 per year by BluLynx Solutions. On the motion of Council member Crews, second Council member Harlan, the Contract was approved. The vote was unanimous in favor.

INSURANCE RENEWALS WITH MCGRUFF INSURANCE SERVICES

Human Resources Director Greg Batts presented the several Insurance Renewals with McGriff Insurance Services to the Mayor and Council. On the motion of Council member Goodlett, second Harlan, the renewals were approved. A copy of all the renewals are a part of these minutes. The vote was unanimous in favor.

AIRPORT HANGAR LEASE AGREEMENTS

City Administrator Jason Parker presented the new leases for Airport Hangers at Dalton Municipal Airport. Parker stated the rent increased by \$10.00 per month and the Consumer Price Index (CPI) was instituted. On the motion of Council member Harlan, second Council member Goodlett, the agreements were approved. The vote was unanimous in favor.

PYROTECHNICO CONTRACT FOR JULY 4TH FIREWORKS DISPLAY

Recreation Director Mike Miller presented the Pyrotechnico Contract for July 4th Fireworks Display in the amount of \$18,500.00. On the motion of Council member Crews, second Council member Harlan, the contract was approved. The vote was unanimous in favor.

APPOINTMENTS

The Mayor and Council reviewed the following appointments:

- Appointment of Judy Jolly to the Dalton-Whitfield Library Board for a 3-year term
- Appointment of Scott Tibbs to the Dalton Housing Authority for a 1-year term

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

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:13 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 06-20-19
Agenda Item: 2019-2020 Main Street MOU
Department: DDDA
Requested By: DDDA

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

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2019-2020 Classic Main Street MOU

2019-2020 Classic Main Street MOU

5/1/2019

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2019 -2020 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Dalton, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2019-2020. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the “Main Street America™” name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 8 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. By December 31, 2020, all Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA’s online testing system. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Standard 5 file in your program’s shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager’s survey provided by DCA. Failure to complete the annual manager’s survey by the deadline will result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual training, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training e

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- C. Respond to requests by DCA in a timely manner.
- 3. Take advantage of the Georgia Main Street network of professional downtown managers.
- 4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must complete Main Street 101 through DCA's online testing system by December 31, 2020.
- 5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
- 6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

- 1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
- 2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
- 3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
- 4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
- 5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
- 6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
- 7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
- 8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
- 9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

- 1. This agreement shall be valid through June 30, 2020.
- 2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2019-2020 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

####

MEMORANDUM OF UNDERSTANDING: 2019-2020 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Dalton

Authorized City Representative (ACR) Signature

Dennis Mock

ACR Name

Date

Mayor

ACR Title

MAIN STREET BOARD OF DIRECTORS

President/Board Chairperson's Signature

Caleb Carnes

Printed Name

Date

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Kristi Watson

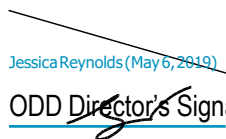
Printed Name

Date

Date Hired

☒ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM


Jessica Reynolds (May 6, 2019)

ODD Director's Signature

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

05/06/2019

☐ Date

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/20/2019

Agenda Item: The request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street (Parcel 12-220-10-008) (Dalton)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Has been sent

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:

The official recommendation from the planning commission is attached along with a summary of this public hearing and staff report.

CITY OF DALTON
ORDINANCE
Ordinance No. 19-09

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low-Density Single-Family Residential (R-2) To Medium-Density Residential (R-3) A Tract Of Land Totaling 0.43 Acres Located At 511 School Street (Parcel No.: 12-220-10-008); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Margaret Herrin (Owner) has filed an application with the City to rezone property described as 511 School Street (Parcel No.: 12-220-10-008) (the Property);

WHEREAS, the Property is currently zoned Low-Density Single-Family Residential (R-2);

WHEREAS, the Owner is requesting the Property be rezoned to Medium-Density Residential (R-3);

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on April 26, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council;

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

-1-

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

-2-

The Property located at 511 School Street identified as Parcel No.: 12-220-10-008 is hereby rezoned from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3).

-3-

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

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: April 26, 2019

SUBJECT: The request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street (Parcel 12-220-10-008) (Dalton) The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Margaret Herrin, the property owner and rezoning petitioner.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-3 rezoning. There were no further questions for Mr. Calhoun from the Planning Commission.

Ms. Margaret Herrin, the property, owner confirmed the details of the staff analysis were correct in her desire to sub-divide the subject property into two residential tracts that would be reflective of the surrounding neighborhood.

With no other comments heard for or against this hearing closed at 7:18

Recommendation:

Chairman Lidderdale sought a motion on the requested R-3 rezoning. **Mr. DeLay then made a motion to recommend the R-3 rezoning based on his agreement with the content of the staff analysis. Ms. McClurg seconded the motion and a unanimous recommendation to approve the requested R-3 rezoning followed, 4-0.**

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

ZONING CASE: Margaret Herrin is seeking a rezoning on a parcel (12-220-10-008) located at 511 School Street. The parcel totals 0.43 acres and her request is to rezone from Low Density Single Family Residential (R-2) to Medium Density Residential (R-3). The parcel is presently developed with one single-family dwelling, but the petitioner would like to create one new lot approximately half the size of the subject property in order to be more reflective of the neighboring lots. This proposed subdivision cannot be achieved as the property is currently zoned.

The surrounding land uses and zoning are as follows: 1) To the north, is a single tract much larger than the subject property developed as the former jail zoned Limited Commercial C-1A; 2) To the east, are two adjacent tracts less than half the size of the subject property that are both developed with a single-family dwelling and zoned R-2; 3) To the south, is a slightly smaller tract than the subject property developed with a single-family dwelling zoned R-2; and 4) To the west, are two adjacent tracts that are each under half the size of the subject property, and each of the western adjacent tracts are developed with single-family dwellings.

The rezoning request is in the jurisdiction of the City of Dalton Mayor and Council.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

When comparing the character of the R-2 and R-3 zone districts one will note that they are quite similar with the exception of a significantly smaller minimum lot size permitted in R-3. The minimum lot size permitted in R-3 is 7,500 square feet less than the minimum lot size permitted in R-2 with sewer availability. With that being said the R-2 and R-3 zone districts both only allow one single-family dwelling per lot and neither R-2 or R-3 permit manufactured homes. When reviewing the surrounding zoning and land use one will see a mix of lot sizes ranging from large to small, but a very consistent majority of “site built” single-family detached dwellings is seen in the attached aerial photo. The larger lots in this are developed for civic or public structures like City Park Elementary School, the former jail and Harmon Field. The average lot density in this area is comparable to the petitioner’s request.

(B) Whether the proposed (R-3) amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

It is clear that the R-2 zone district is a consistent in the small residential area surrounding the subject property. When reviewing the other adjacent zone districts and development in this area, like the former jail site and City Park Elementary, it is noticeable that this is an in-town neighborhood. Based on the average lot density of the adjacent and nearby residential properties the proposed rezoning and subdivision would be reflective of the area. Since the only permitted uses within the R-3 zone district are single-family detached site-built dwellings at a density of one dwelling per lot there is no expectation that the proposed R-3 rezoning or subdivision would have a negative impact on the surrounding property values.

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

The subject property is zoned and developed for Low Density Single Family Residential and has been for some time now. The owner would have the ability to continue utilizing the subject property as it is currently developed or have the ability to build a new single-family dwelling on the subject property. There is no considerable hardship on the subject property under the current R-2 zone district other than requiring a larger minimum lot size than the majority of adjacent and nearby residential properties.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing (R-2) zoning.

N/A

(E) Whether the proposed (R-3) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected. The vicinity has all available services - water, sewer, fire, electricity, and close proximity to public schools. If the subject property is to be rezoned R-3 and a new lot is created, it would have street access along Vernon Avenue like several other adjacent properties. Each of the potential tracts would have a reasonable amount of room for one or two off-street parking spaces which should be sufficient for single-family dwellings of this size. There are adequate sidewalks along School Street, but one will note that sidewalks do not yet exist along the portion of Vernon Avenue adjacent to the subject property. This would make pedestrian walkability difficult for the new residential tract proposed to front Vernon Ave.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to

plan recommendation, and if the plan has been amended, does this (R-3) rezoning request allow uses which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as a Town Neighborhood Character Area. residential areas in older parts of the community typically developed prior to World War II.

Characteristics include pedestrian-friendly streets with sidewalks, street trees, on-street parking, small, regular lots, shallow yards (relative to newer suburban counterparts), less space between buildings, and some mixed-use elements such as small neighborhood businesses. Development patterns for this area should accommodate infill development that compliments the scale, style and setbacks of existing adjacent homes, promote single-family uses, increase pedestrian connectivity between neighborhoods and activity centers, maintain existing housing stock and preserve neighborhood character.

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

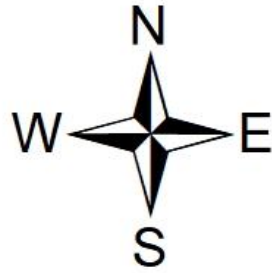
N/A

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

N/A

CONCLUSION: The staff recommendation is that the requested R-3 zone can be supported:

- 1) R-3 allows uses that are very similar to those residential uses existing in the vicinity of the subject property and it is not-likely to burden any public infrastructure;**
- 2) R-3 here would directly implement the intent of the Town Neighborhood character area within the comprehensive plan; and**
- 3) The staff does not feel there should be a concern for any negative economic impact of the adjacent or nearby tracts.**



Herrin Rezoning Request

R-2, Low Density Single Family Residential

to

R-3, Medium Density Single Family Residential

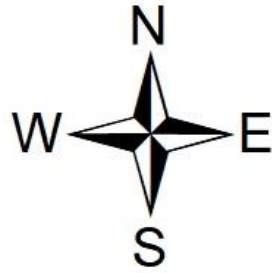
City of Dalton Jurisdiction

ZONING

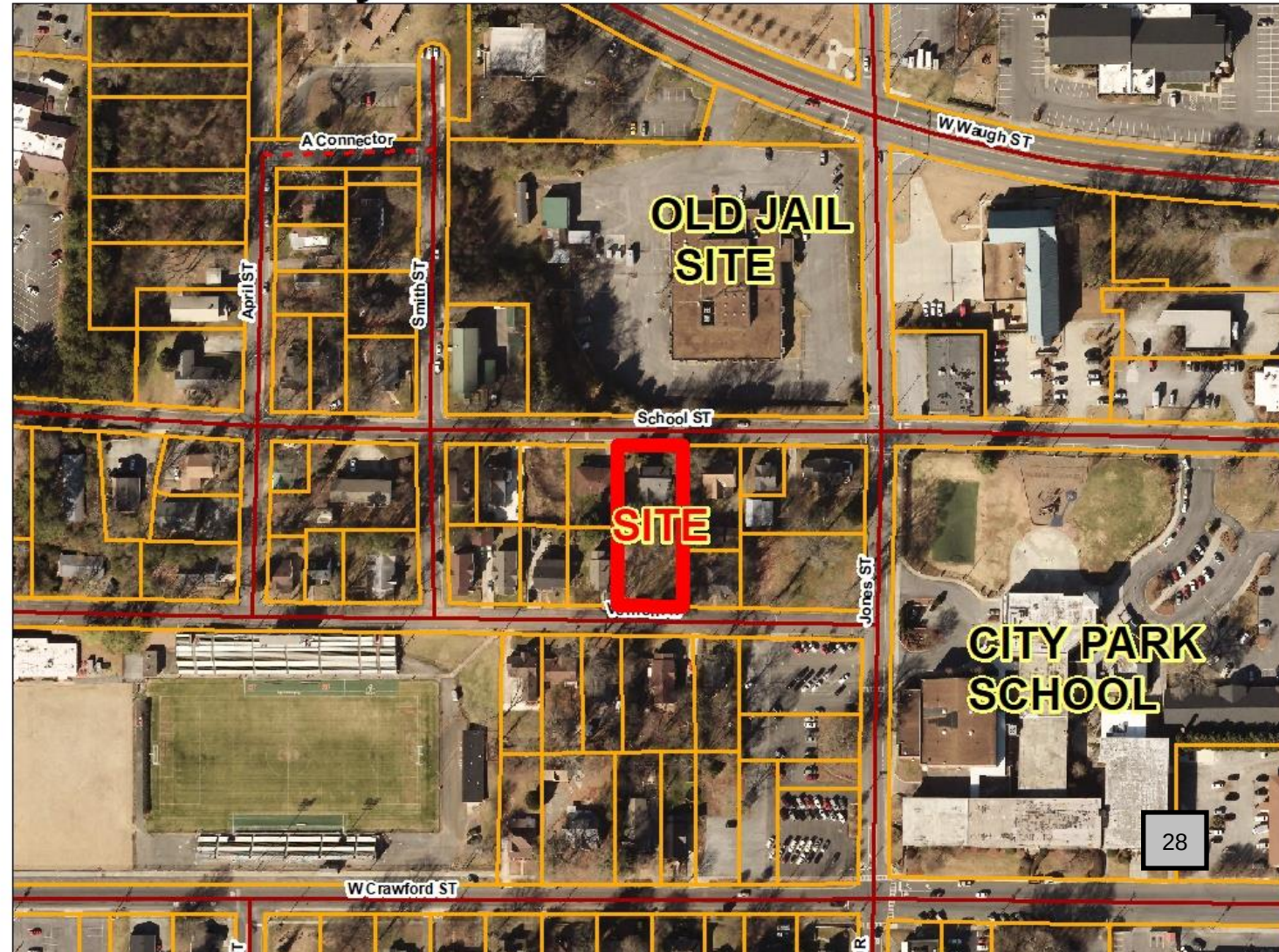
-  Low Density Single Family Residential (R-2)
-  High Density Residential (R-7)
-  Limited Commercial (C-1A)

FEET
200

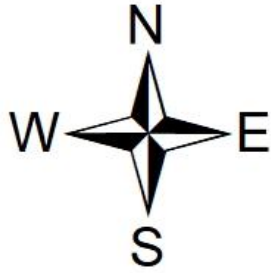




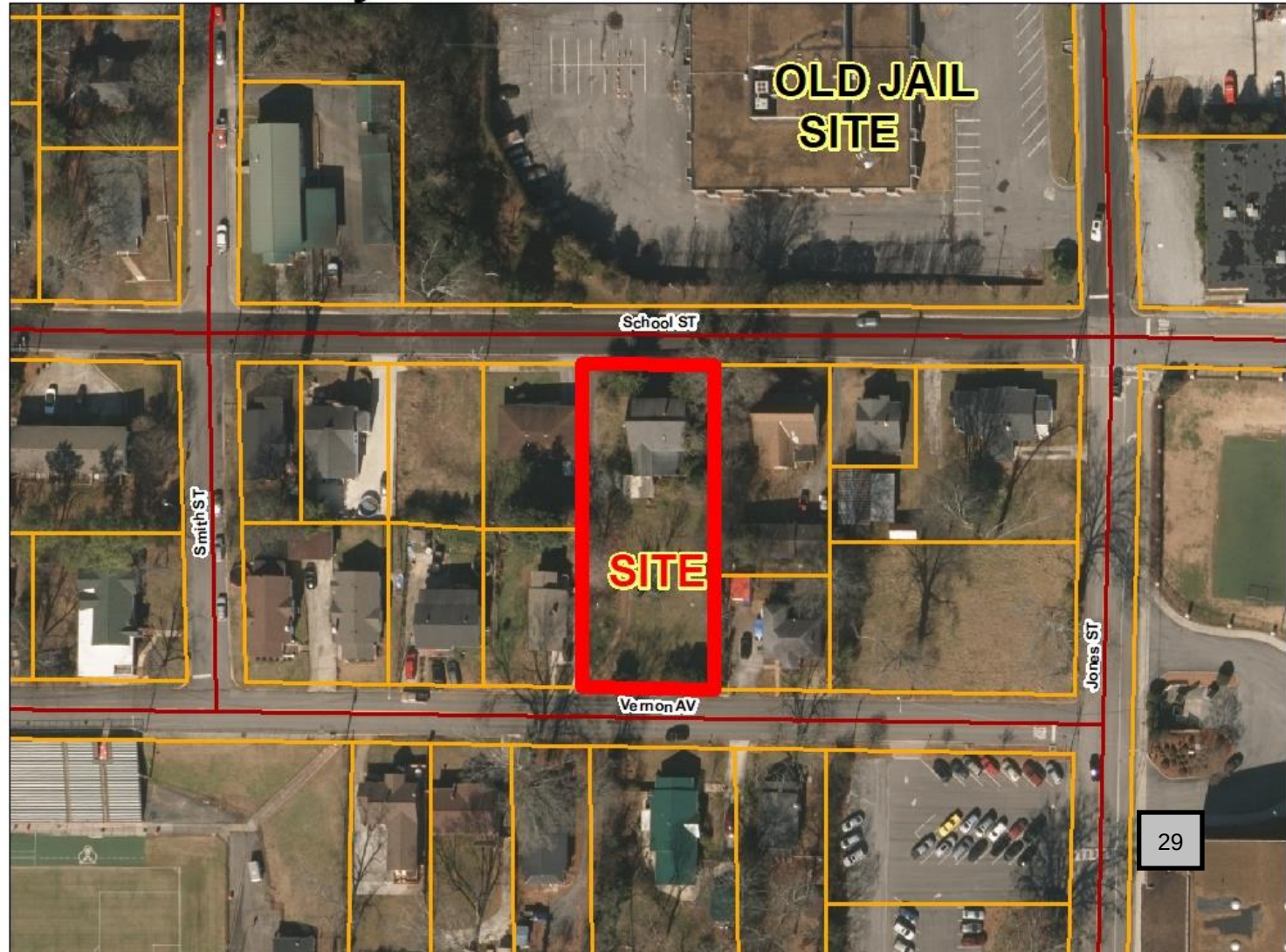
Herrin Rezoning Request R-2, Low Density Single Family Residential to R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



FEET
200



**Herrin Rezoning Request
R-2, Low Density Single Family Residential
to
R-3, Medium Density Single Family Residential
City of Dalton Jurisdiction**



**FEET
100**



Herrin Rezoning Request

R-2, Low Density Single Family Residential

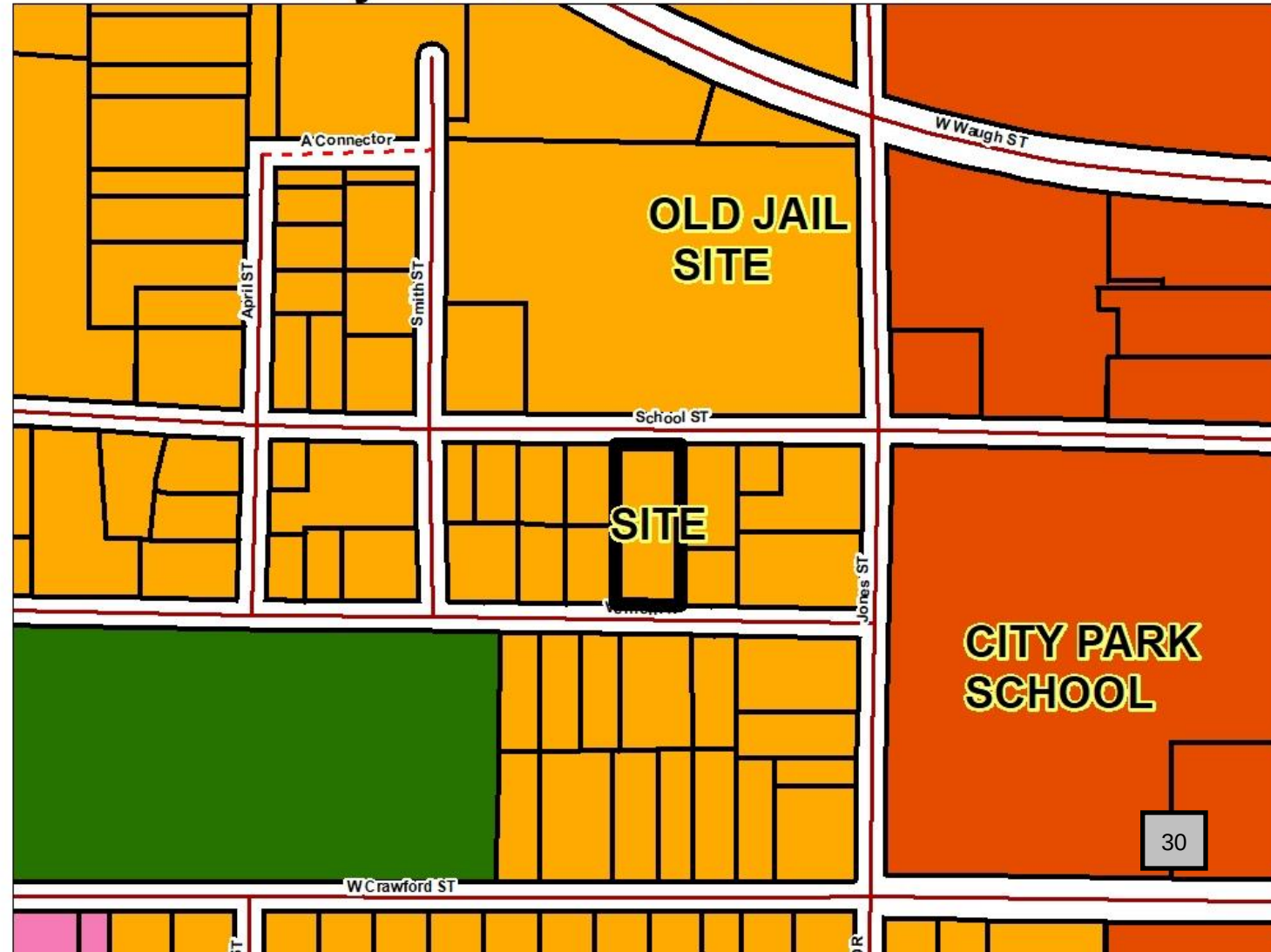
to

R-3, Medium Density Single Family Residential

City of Dalton Jurisdiction



FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/20/2019

Agenda Item: KnowBe4 Security Awareness Training Subscription

Department: Technology

Requested By: Darin Waldrop

Reviewed/Approved by City Attorney? No

Cost: \$4,045.50

Funding Source if Not in Budget IT Computer Software Support

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

Acceptance of Subscription to KnowBe4 Security Awareness Training. This program is used to test the response of City Email users to malicious emails. Included is ongoing training to teach users how to discern harmful content or questionable emails. With ongoing participation from all city email users, KnowBe4 will pay ransom in case of a breach in security due to malicious email.



Company Address 33 N Garden Avenue, Suite 1200
Clearwater, FL 33755
US

Created Date 4/30/2019
Expiration Date 4/30/2019
Quote Number 00301594
Payment Terms Net 30

Prepared By John Green
Email johng@knowbe4.com
Phone (727) 286-3571
Extension 716
Fax (727) 386-4087

Contact Name Darin Waldrop
Phone 7065292445
Email dwaldrop@daltonga.gov

Bill To Name City of Dalton, GA
Bill To 300 W Waugh Street
P.O. Box 1205
Dalton, GA 30720
United States

Ship To Name City of Dalton, GA
Ship To 300 W Waugh Street
P.O. Box 1205
Dalton, GA 30720
United States

Notes: Pricing includes 10% NonProfit/Government discount.
Description 2 Free Months and Free Upgrade to Platinum

Product	Product Description	Sales Price	Discount	Quantity	Total Price
1000KMSGN000C12-G	KnowBe4 Security Awareness Training Subscription Gold 101-500 Users 1 Year	USD 13.05		310.00	USD 4,045.50
1000KMSP0U00C12-G	KnowBe4 Security Awareness Training Subscription Platinum Upgrade 1 Year 101-500 Users	USD 2.25	100.00%	310.00	USD 0.00

Subtotal USD 4,743.00
Total Price USD 4,045.50
Grand Total USD 4,045.50

Signature: Darin Waldrop
Darin Waldrop (May 6, 2019)

Email: dwaldrop@daltonga.gov

Quote Acceptance Information

Signature [Signature]
Name Darin Waldrop
Title IT Director
Date 5/6/2019

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. The subscription period will begin when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's Standard [Terms of Service](#) apply, unless mutually agreed otherwise in writing.

Your KnowBe4 Quote is Attached for Electronic Signature

Final Audit Report

2019-05-06

Created:	2019-05-06
By:	John Green (johng@knowbe4.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz6eDqmjb-hfCDX4974pUxcVMYtlHRSmd

"Your KnowBe4 Quote is Attached for Electronic Signature" History

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2019-05-06 - 2:42:18 PM GMT - IP address: 136.147.62.8
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2019-05-06 - 2:42:21 PM GMT
-  Document viewed by Darin Waldrop (dwaldrop@daltonga.gov)
2019-05-06 - 2:42:30 PM GMT - IP address: 205.144.217.180
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Signature Date: 2019-05-06 - 2:46:48 PM GMT - Time Source: server- IP address: 205.144.217.180
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Entire Understanding

These Terms of Use contain the entire understanding between you and KnowBe4 with respect to this Web Site and your use and access of this Web Site and of any of the information, materials, data, demos, blogs, products, services and other materials made available on or through this Web Site. Any other representations, statements, inducements, understandings, arrangements and agreements, oral or written, between you and KnowBe4, either prior or contemporaneous, relating thereto, not contained herein, are expressly made null and void, unless signed in writing by KnowBe4. For the avoidance of doubt, you agree that any terms and conditions provided in any Service Order or other document delivered to KnowBe4 by you in connection with the Services shall in no way supersede the terms and conditions of this Agreement and are hereby declared null and void, unless signed in writing by KnowBe4. Should there be a conflict between these Terms of Use and any written and signed agreement between KnowBe4 and any customer, the terms of such written and signed agreement shall control. Should any part of these terms for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portions and such remaining portions shall remain and continue in full force and effect to the maximum extent permitted by law. Our failure to enforce any provision of these Terms of Use shall not operate as or be deemed a waiver by KnowBe4 of any other breach of any such provision or any other provision herein or of the right to enforce such provision(s).

Applicable Law & Jurisdiction

While KnowBe4 provides global products and services, our operations are located in Clearwater, Florida with AWS data centers geographically spread worldwide, and these Terms of Use are based on United States law. Access to, or use of, this Web Site or any information, materials, products and/or services made available on or through this Web Site may be prohibited by law in certain countries or jurisdictions. You are solely responsible for ensuring compliance with any applicable laws of the country from which you are accessing this Web Site. We make no representation that the information contained herein is appropriate or available for use in any location.

You agree that these Terms of Use are made and partially performed in the State of Florida, and that the state courts located within Pinellas County, Florida and the federal district court in the Middle District of Florida located in Tampa, Florida, without giving effect to any principles of conflicts of law, shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to your access and use of this Web Site, and that the laws of the State of Florida shall govern such dispute or claim. You hereby consent and submit to the exercise of personal jurisdiction over you by such courts for the purposes of litigating any such action, and waive any defenses of lack of minimum contacts or forum non conveniens. Notwithstanding the foregoing, we reserve the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use may be taking place or originating.

The rights and remedies provided by these Terms of Use are cumulative and the use of any right or remedy by us shall not preclude or waive our rights to use any or all other remedies.

Compliance with EU Protection of Personal Data (Directive 95/46/EC)

KnowBe4 complies with the EU Protection of Personal Data Directive as set forth by the Directive 95/46/EC Article 29 Working Party. KnowBe4 operates a separate instance of its application in an EU datacenter for customers wishing to have their data reside within an EU approved country. Some data subprocessors in use by KnowBe4 only offer services within the US. A listing of these subprocessors can be provided upon signing a mutual non-disclosure agreement. Any requests from users of the KnowBe4 applications who seek access, or who seek to correct, amend, or delete inaccurate data may do so directly by logging in to the appropriate application or by contacting the KnowBe4 application administrator for their organization.

Contacting Us

If you have any questions regarding these Terms of Use or any other matter, you may contact us in by writing to us at KnowBe4 Inc., 33 N Garden Ave, Suite 1200, Clearwater, FL 33755 or email us at "support at KnowBe4.com".



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/20/2019

Agenda Item: Life Insurance Policy Renewal/Carrier Change

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved by City Attorney? No

Cost: Vaires

Funding Source if Not in Budget Budgeted

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

Renewal with current carrier contains a price increase. Proposed carrier has less of an increase plus a two year rate guarantee. Proposed policy is essentially identical to current policy.



The Lincoln National Life Insurance Company
Group Insurance Service Office
8801 Indian Hills Drive, Omaha, NE 68114
Phone: 800-423-2765 Fax: 877-573-6177

APPLICATION FOR GROUP INSURANCE

is made to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (the Company).

A. Group Name & Address

Applicant's Full Legal Name (exactly as to be shown in Group Policy)

City of Dalton, Georgia

Main Office Address (physical location and group situs state)

Street Address

300 W. Waugh St.

City

Dalton

State

GA

Zip

30720

E-Mail Address (if available)

Phone

(706) 281-1267

Fax

(706) 281-1264

B. Requested Insurance

The following Group Insurance is applied for as specified in the sold case proposal(s). Complete the requested Effective Date for each.

Group Insurance	Requested Effective Date	Group Insurance	Requested Effective Date
☒ Life & AD&D	7 / 1 / 19	☐ Voluntary Life	___ / ___ / ___
☐ Short Term Disability (STD)	___ / ___ / ___	☐ Voluntary Life & AD&D	___ / ___ / ___
☐ Long Term Disability (LTD)	___ / ___ / ___	☐ Voluntary AD&D	___ / ___ / ___
☐ Dental	___ / ___ / ___	☐ Voluntary Short Term Disability	___ / ___ / ___
☐ Accident	___ / ___ / ___	☐ Voluntary Long Term Disability	___ / ___ / ___
☐ Critical Illness	___ / ___ / ___	☐ Voluntary Dental	___ / ___ / ___

C. Business Information

Nature of Business (Please specify)

Municipal Government

Years in Business

172

Federal Tax ID No.

58-6000557

Business is Organized as (Select one)

☐ Corporation

☐ Partnership

☐ Proprietorship

☐ Non-Profit Organization

☐ Labor Union

☐ Association

☐ Trust

☒ Other Municipal Government

Financial Risk (If Yes to any part, please explain below.)

Has Applicant ever filed for bankruptcy? ☐ Yes ☒ No

Does Applicant anticipate ceasing or materially reducing active business operations?

☐ Yes

☒ No

Has Applicant opted out (or do they anticipate opting out) of Workers' Compensation?

☐ Yes

☒ No

Explanation:

Binder payment submitted: Amount \$ (if applicable)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

D. Replacement Insurance

Will all or part of this insurance **replace** any similar insurance? If **Yes**, provide details of the prior plan below and enclose a copy of each inforce contract to be replaced.

☒ Yes ☐ No

Insurance Type	Prior Carrier Name	Prior Plan Effective Date	Termination Date
Life/AD&D	Principal	7 / 1 / 15	7 / 1 / 19

E. Fraud Warning/State Disclosure(s)

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

F. Agreement

The Applicant applies for group insurance. The information in this Application is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance. Omission or misstatement of known information on this Application could affect the validity of any insurance issued and cause the denial of an otherwise valid claim. The Applicant understands that the requested group insurance will:

- (a) be issued only if the requested insurance is acceptable to the Company and is legally permissible;
- (b) be issued under a group Policy or Policies in the language customarily used by the Company;
- (c) be subject to the Company's usual underwriting requirements (including Evidence of Insurability, if applicable);
- (d) be subject to all exclusions, limitations, and other provisions of the Policy; and
- (e) take effect on the date determined by the Company, in accord with the provisions of the Policy.

The Applicant understands that no agent or broker has the authority to guarantee the acceptability of the requested insurance. The effective date of insurance for which an employee is required to submit satisfactory Evidence of Insurability will be determined in accord with the Policy's terms, and will be subject to any Active Work requirement. The Applicant agrees not to:

- (a) collect or pay premiums (other than the Binder Premium, if any) for such insurance, before receiving the Company's notice of approval; or
- (b) distribute material describing Policy coverage to persons to be insured, without the Company's prior written consent.

If dental insurance is requested, the Applicant agrees to provide employees and dependents notice of any applicable continuation rights, required by federal COBRA law or any similar state continuation law. Premium rate quotes were based on data submitted to the Company. Final premium rates will be determined by the actual composition of the group. This application and the Binder payment, if any, constitutes the consideration for any Policy issued. After receipt of the Policy, payment of the premium is deemed acceptance of the Policy's terms and provisions, including its exhibits, riders, endorsements, or amendments, if any. If this Application is approved, it will be made a part of any Policy issued.

Writing Agent
Or Broker's Signature _____

Typed or Printed Name _____

License Number _____ State _____

Signed by Applicant's Authorized Representative:

Signature _____

Typed or Printed Name Dennis Mock

Title Mayor

State Signed _____ Date ____/____/____

Must be signed prior to Effective Date

PARTICIPATION AGREEMENT

The Lincoln National Life Insurance Company (herein called the Company)

Complete only if applying for coverage under The Lincoln National Life Insurance Company Voluntary Insurance Trust.

Note: Do not complete in AL, FL, ME, MN, MS, NY, SD, TX, VT, WA or WI.

Application is hereby made to become a Participating Employer under The Lincoln National Life Insurance Company's Voluntary Insurance Trust, based on the following statements plus the attached application for group insurance coverage. The Group Employer named below (herein called the Employer) understands that if Voluntary Group Term Life and AD&D or Disability Income insurance is requested and approved, such Employer will become a Participating Employer under The Lincoln National Life Insurance Company Voluntary Insurance Trust, situated in Kansas City, Missouri. The Employer agrees to the terms of the Trust Agreement, each group policy issued to the Trust under which the Employer's employees become insured, and any amendments to them. The Employer understands that group certificates will be supplied and agrees to distribute them to each employee enrolled in the program. After receipt of the group certificates, payment of premium is deemed acceptance of the policy's terms.

The Employer agrees to be responsible for all premiums payable with respect to any of my employees who will be insured under the policy. The Employer agrees to honor and administer on a timely basis the written payroll deduction request of each participant, in the amount required to pay the necessary premium to keep coverage in-force. Payroll deductions will be remitted to the Company on a timely basis, in accord with the billing schedule agreed upon. The Employer agrees to promptly furnish the Company any information reasonably required to administer the coverage and claims under it.

The Employer understands that participation in the program may be terminated at any time by giving prior written notice to the Company. The effective date of termination will be the date the notice is received by the Company's Group Insurance Service Office, or on any later date stated in the notice. The Employer understands that the Company may terminate the Employer's participation based on the following circumstances:

- a) at the end of the grace period during which the required premium has not been paid;
- b) on any premium due date on which participation in the program falls below a minimum level of 10 employees;
- c) on any premium due date when the Employer has failed to perform any duties related to the policy in good faith;
- d) on any premium due date after the premium rate has been in effect for at least 12 months (or any longer Rate Guarantee period agreed upon by the Company).

The Employer understands that the Company may change any premium rate:

- a) when there is a change in the terms of the policy, or in the factors bearing on the risk assumed;
- b) when the policy liability is changed as a result of a change in federal, state or local law;
- c) when a division, subsidiary or affiliate is added, removed, or relocated;
- d) when the number of insured employees has changed by 25% or more since the Rate Guarantee period began;
- e) on any premium due date after the expiration of the Rate Guarantee period agreed upon by the Company.

SIGNATURE

I have read and understand the agreement above and will comply with the agreement as stated. I have reviewed, understand and agree to the proposal, rate structure, and enrollment strategy presented to me by the Company representative. I understand that no agent, broker or field representative has any right to bind the requested coverage, alter the terms of the policies or enrollment materials, adjust any claim for benefits, or waive any of the Company's rights or requirements.

Group Employer Name & ID _____

Printed Name of Authorized Company Officer

Signature of Authorized Company Officer

Title

Date



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/20/2019

Agenda Item: Contract for Services with Northwest Georgia Paving, Inc. for the Emergency Reconstruction of the Botany Woods Drive Slope Failure

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes - template approved previously

Cost: \$587,291.75 (unit pricing)

Funding Source if Not in Budget Special project account

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

This contract for services with Northwest Georgia Paving, Inc. is to perform emergency slope reconstruction to Botany Woods Drive in accordance with SEI civil plan set stamped 04/22/2019.

Four (4) bids were received for completion of this work, and Northwest Georgia Paving, Inc. was the low bidder at \$587,291.75.

The Finance Department has created a charge account (#144800-165010-17048) to fund this project and a previously approved budget amendment will require further amendment to reflect the actual contract price.

CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____ May _____, 2019, between the City of Dalton, Georgia, a municipal corporation (“City”), with a principal place of business at 535 Elm Street (PO Box 1205), Dalton, Georgia, 30722 and Northwest Georgia Paving, Inc. (“Contractor”), with a principal place of business at 501 West May Street (P.O. Box 578), Calhoun, GA 30701.

1. Term. This agreement will become effective on the date stated above and will continue in effect until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.
2. Services.
 - a. Contractor agrees to perform the services specified in the **Botany Woods Drive Slope Reconstruction plans and specifications and Addendums 1&2** attached to this Agreement as **Exhibit A** and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise outlined by the specifications.
 - c. Contractor may, at Contractor’s own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor’s relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.
3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor under unit pricing as provided in **Exhibit B (Bid Form from Northwest Georgia Paving)**, attached hereto and incorporated herein.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time set forth in the **Botany Woods Drive Slope Reconstruction plans and specification** to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor’s sole discretion, sees fit.
 - b. Contractor agrees that all services described in this Agreement must be fully completed no later than **July 31, 2019**. Contractor further agrees to pay as liquidated damages the sum of **\$200** for each consecutive calendar day thereafter for unfinished work until final completion is achieved. Additionally, the contractor will receive **forty-five (45) calendar days to achieve substantial completion (85-90%)** of the project from issuance of Notice to Proceed. Liquidated damages, under the same terms outlined above, will also be enforced on the substantial completion requirement.
 - c. Contractor will supply all manpower to perform these services.
 - d. Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.
 - e. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor’s employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - (a) Contractor shall maintain said insurance coverage through the completion of the Project and for a period of two years following the Final Completion of the Project.
 - (b) Said insurance coverage shall include an endorsement providing that City shall receive notice of any cancellation of coverage no less than thirty (30) days prior to its effective date.
 - (c) Said coverage shall be written on such policy forms as are acceptable to City.
 - (d) Said coverage shall be underwritten by such insurance companies as are acceptable to City.

- (e) In the event that Contractor subcontracts any portion of the Project with a third party, the Contractor shall require said third party to comply with the insurance provisions of Section 4e.
- f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.

5. Obligations of City.

- a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
- b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate.
- b. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- c. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving two (2) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- d. Prior to execution of the contract, Contractor shall provide the City with a **Performance and Payment Bond** for 100% of the agreed contract price, **\$587,291.75**.
- (a) Said Bonds shall include an endorsement providing that City shall receive notice of any cancellation of coverage no less than thirty (30) days prior to its effective date.
- (b) Said Bonds shall be written on such policy forms as are acceptable to City.
- (c) Said Bonds shall be underwritten by such insurance/bond companies as are acceptable to City.
- e. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

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

- f. All work constructed under this Contract shall be fully guaranteed by the Contractor for a period of one (1) year from the date of final inspection and acceptance by the City.

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

CITY:
The City of Dalton, Georgia

CONTRACTOR: Northwest Georgia Paving,
Inc.

By:_____.

By:_____.

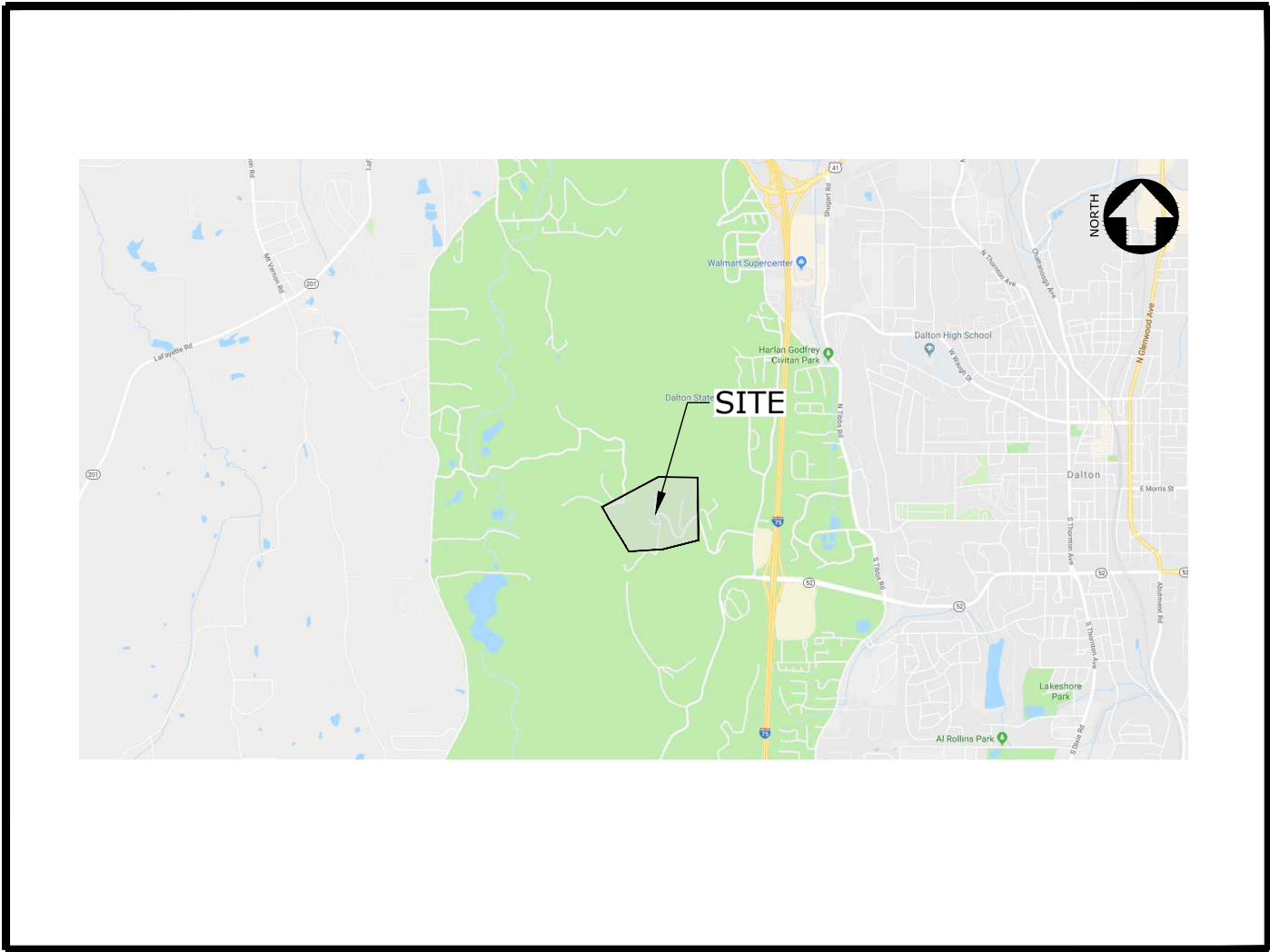
Print Name: Dennis Mock, Mayor.

Print Name: Russell Smith - President.

FILE NAME: I:\CUSTOMERS_PROJECTS\931 City of Dalton\931-19-082 Botany Woods Drive\Eng\Construction\931-19-082 C-ANNO.dwg PLOT STYLE: SEI-BASE-M.ctb PLOT DATE:5/3/2019 USER:IAN CLARK

CONSTRUCTION PLANS FOR: BOTANY WOODS DR SLOPE RECONSTRUCTION

PROJECT LOCATED AT:
BOTANY WOODS DR DALTON, GEORGIA
PREPARED FOR (OWNER/DEVELOPER):
CITY OF DALTON
535 ELM STREET DALTON, GA,
30722
PHONE: (706) 278-7077
AREA DISTURBED: 0.91AC



LOCATION MAP
SCALE: NTS

Sheet List Table	
Sheet Number	Sheet Title
C1	COVER
C2	GENERAL NOTES & LEGEND
C3	SUMMARY OF QUANTITIES
C4	EXISTING CONDITIONS PLAN
C5	GRADING & DRAINAGE PLAN
C6	STORM PROFILES
C7	CONSTRUCTION DETAILS
C7.1	CONSTRUCTION DETAILS
C8	EROSION CONTROL PLAN
C9	EROSION CONTROL DETAILS
C9.1	EROSION CONTROL DETAILS
C9.2	EROSION CONTROL DETAILS

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

ISSUED FOR PERMITTING



SEI

SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road Marietta, Georgia 30066

tel: 770-371-3936 fax: 770-371-3935

www.seengineering.com

No	REVISION DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-

PROJECT OWNED/DEVELOPED BY:

CITY OF DALTON

535 ELM STREET DALTON, GA 30722

DALTON, GA, 30722

APARKER@CITYOFDALTON-GA-GOV

24 HOUR CONTACT INFORMATION

P. ANDREW PARKER, P.E. (706) 278-7077

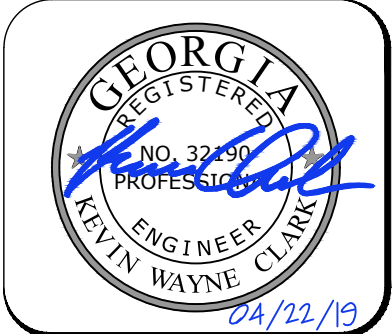
COVER

BOTANY WOODS DR SLOPE RECONSTRUCTION

PROJECT LOCATED AT:

BOTANY WOODS DR DALTON, GA, 30720

CITY OF DALTON



ISSUED FOR:
REVIEW

Project No.: 931-19-082
Designed By: KWC
Issue Date: 4/19/18
C1

FILE NAME: I:\CUSTOMERS_ PROJECTS\031 City of Dalton\031-19-082 Botany Woods Drive\Eng\Construction\031-19-082 C-ANNO.dwg PLOT STYLE: SEI-BASE-M.ctb PLOT DATE:5/3/2019 USER:IAN CLARK

LINETYPE LEGEND		
PROPOSED		EXISTING
	LAND LOT LINE	
	PROJECT PROPERTY LINE	
	ADJOINING PROPERTY LINE	
	EASEMENT	
	SANITARY EASEMENT	
	UNDISTURBED BUFFER	
	SETBACK	
	BOUNDARY OF FIELD SHOT DATA	
	WATER ELEVATION (100 YEAR POND ELEVATION / HYDRAULIC GRADE LINE)	
	FENCE	
	CHAINLINK FENCE	
	DECORATIVE FENCE (WOOD / VINYL)	
	GUARDRAIL	
	LINEAR FEATURE TO BE REMOVED	
	SOIL DELINEATION	
	CREEK CENTERLINE	
	OVERHEAD TELEPHONE	
	NATURAL GAS	
	UNDERGROUND POWER	
	OVERHEAD POWER	
	SANITARY SEWER	
	FORCE MAIN	
	WATER MAIN	
	COMMUNICATIONS UTILITY LINE	
	SETBACK LINE	
	TREELINE	
	RIGHT OF WAY	
	FLOOD LINE	
	ROAD CENTERLINE	
	LIMITS OF CONSTRUCTION	
	WETLAND	
	SILT FENCE - NON-SENSITIVE	
	SILT FENCE - SENSITIVE	
	DIVERSION PATH	
	TREE PROTECTION FENCING	
	CRITICAL ROOT ZONE	

ABBREVIATION LEGEND	
LLL	LAND LOT LINE
IPS	IRON PIN SET
IPF	IRON PIN FOUND
OTP	OPEN TOP PIPE
CTP	CRIMP TOP PIPE
RB	REINFORCING BAR
CL	CENTERLINE
R/W	RIGHT OF WAY
LL	LAND LOT
L	LINE
A	ARC
R	RADIUS
CH	CHORD
C	CURVE
CONC	CONCRETE
CMF	CONCRETE MONUMENT FOUND
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PI	POINT OF INTERSECTION
SBL	SETBACK LINE
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
AE	ACCESS EASEMENT
DI	DROP INLET
PI	PEDESTAL INLET
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
HW	HEADWALL

PROPOSED		EXISTING
	BOLLARD	
	CENTERLINE	
	CONCRETE MONUMENT	
	CURB INLET	
	DROP INLET	
	DOUBLE WING CATCH BASIN	
	DRAINAGE FLOW	
	ELBOW (TYPE SPECIFIED) WITH THRUST BLOCK	
	ELECTRIC METER	
	EXISTING IRON PIN FOUND	
	FIRE HYDRANT	
	FIBER MARKER	
	FENCE POST	
	FLARED END SECTION (CONCRETE)	
	FLARED END SECTION (METAL)	
	GAS METER	
	GAS MARKER	
	GAS VALVE	
	GUY WIRE	
	GSWCC STRUCTURAL PRACTICE	
	GSWCC VEGETATIVE MEASURE	
	HEADWALL	
	IRRIGATION VALVE	
	IRON PIN TO BE SET	
	IRON PIN FOUND	
	LIGHT POLE	
	MAILBOX	
	MONITORING WELL	
	PEDESTRIAN SIGNAL	
	PEDESTAL INLET	
	PRESSURE REDUCER VALVE	
	PLUG / CAP	
	POWER STUB	
	PVC STUB	
	REDUCER	
	SANITARY SEWER CLEANOUT	
	SIGN	
	SINGLE WING CATCH BASIN	
	SOIL BORING	
	SQUARE BOLLARD	
	TEE WITH THRUST BLOCK	
	TELEPHONE BOX	
	TELEPHONE MANHOLE	
	TELEPHONE PEDESTAL	
	TEMPORARY BENCH MARK	
	TRAFFIC BOX	
	TREE TO BE REMOVED	
	UTILITY POLE	
	UTILITY MANHOLE (UTILITY SPECIFIED)	
	UTILITY METER BOX (UTILITY SPECIFIED)	
	UTILITY VALVE (UTILITY SPECIFIED)	
	WATER METER	
	WATER SEEP	
	WATER SPIGOT	
	WATER VALVE	
	WETLAND FLAG	

GRADING NOTES:

- ELEVATIONS ARE BASED ON MEAN SEA LEVEL.
- EXISTING CONDITIONS FROM FIELD RUN TOPOGRAPHY PREPARED BY LOWERY & ASSOCIATES, APRIL 19, 2019.
- CONTOUR INTERVALS ARE 2.0 FEET.
- ALL TREE SAVE AREAS AND BUFFERS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- CLEARING AND GRUBBING: ON ALL AREAS WHERE GRADING, EXCAVATING AND FILL ARE TO BE DONE, ALL TIMBER BRUSH, STUMPS, ROOTS, RUBBISH AND ORGANIC MATERIALS SHALL BE REMOVED. STUMP HOLES SHALL BE FILLED WITH COMPACTED CLEAN SOIL. A MINIMUM OF SIX INCHES MUST BE CUT BELOW EXISTING GRADE FOR ENTIRE AREA RECEIVING FILL. STORM DETENTION MEASURES MUST BE ACCOMPLISHED CONCURRENT WITH THIS PHASE. REFER TO THE CURRENT EDITION OF THE MANUAL FOR EROSION AND SEDIMENT CONTROL.
- ALL EARTHWORK OPERATION SHALL COMPLY WITH REQUIREMENTS OF OSHA CONSTRUCTION STANDARDS, PART 1926, SUBPART P, EXCAVATIONS, TRENCHING, AND SHORING, AND SUBPART O, MOTOR VEHICLES, MECHANIZED EQUIPMENT, AND MARINE OPERATIONS, AND SHALL BE CONDUCTED IN A MANNER ACCEPTABLE TO THE ENGINEER.
- FILL MATERIALS SHALL CONSIST OF CLEAN SOIL, FREE OF ORGANIC OR DELETERIOUS MATERIALS, ROCKS, OR BROKEN PIECES OF CONCRETE LARGER THAN THREE INCHES IN SIZE, OR OF ANY OTHER FOREIGN OBJECTS THAT COULD IMPEDE THE COMPACTION RESULTS.
- FILL MATERIALS SHALL BE SPREAD EVENLY IN HORIZONTAL LAYERS OF NOT MORE THAN 8 INCHES IN LOOSE LIFTS OVER THE FULL WIDTH OF FILL AND COMPACTED TO AT LEAST 95% MAXIMUM DRY DENSITY BY STANDARD PROCTOR COMPACTION TEST ASTM D698.
- MAXIMUM CUT OR FILL SLOPES IS 2H:1V.
- GRADE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS INTO STORM INLETS.
- SEE GEOTECHNICAL ENGINEER FOR RECOMMENDATIONS CONCERNING PROPER PLACEMENT AND COMPACTION OF STRUCTURAL FILL.
- ALL SPOT ELEVATIONS ARE FINISHED GRADE ELEVATIONS UNLESS OTHERWISE NOTED.
- THE INSTALLATION OF ALL EROSION CONTROL MEASURES AND DETENTION FACILITIES SHOULD BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

GENERAL EROSION AND SEDIMENTATION CONTROL NOTES:

- SILT FENCE MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE OF THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATION, LATEST EDITION.
- ADDITIONAL EROSION CONTROL MEASURES WILL BE EMPLOYED WHERE DETERMINED NECESSARY BY ACTUAL SITE CONDITIONS TO PREVENT THE RELEASE OF SILT FROM THE SITE.
- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR EXIT FROM THE SITE.
- THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE OFF SITE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITIES THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE SHALL OCCUR INSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
- IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
- THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROLS WILL BE MAINTAINED UNTIL UPSTREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/DRIVEWAYS HAVE BEEN PAVED.
- THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- ALL SILT BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT BARRIER INSTALLATION AND DETENTION FACILITIES ARE CONSTRUCTED.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. IF SEDIMENT PONDS ARE DEEMED NECESSARY, CONTRACTOR SHALL CLEAN OUT EACH AS REQUIRED BY ENGINEER OR THE CITY OF DALTON INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN A POSSIBILITY OF ALL CONSTRUCTION BEING STOPPED ON JOB SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO CURRENT STDs.
- ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.
- ALL OPEN SWALES MUST BE GRASSED, AND RIP-RAP MUST BE PLACED AS REQUIRED TO CONTROL EROSION, A MINIMUM OF 4.5 SQUARE YARDS OF 50 LB STONES SHALL BE PLACED AT ALL DOWNSTREAM HEADWALLS IMMEDIATELY UPON THE INSTALLATION OF PIPES AND DRAINAGE DITCHES.
- SILT BARRIERS TO BE PLACED DOWNSTREAM OF ALL FILL SLOPES.

UTILITY NOTES:

- CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE SPECIFICALLY RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES THAT MIGHT HAVE EXISTING UTILITIES ON SITE TO DETERMINE IF ANY EXIST AND HOW TO HANDLE. ENGINEER CANNOT BE RESPONSIBLE FOR EXISTENCE OR LOCATION OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THEM REGARDING UTILITY LOCATIONS, CONSTRUCTION AND SCHEDULES.
- ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES FOR GRADING AND DRAINAGE INFORMATION, SEE GRADING AND DRAINAGE PLAN.
- EXISTING SERVICES SHOWN WERE OBTAINED FROM AS BUILTS BY OTHERS.
- AT COMPLETION OF SEWER AND WATER CONSTRUCTION, ALL MANHOLES, VALVE BOXES, METERS AND APPURTENANCES SHALL BE SET FOR PROPER FINISH GRADE AND SHALL BE NOTICEABLY STAKED AND FLAGGED. SITE UTILITY SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE ABOVE ITEMS UNTIL SYSTEM IS ACCEPTED BY OWNER.
- RIGID PIPE BEDDING SHALL BE PER ASTM C-12, FLEXIBLE PIPE BEDDING PER ASTM D-2321.
- LARGE STONES AND CONTAINING NOT MORE THAN 10% BY WEIGHT OF LOAM OR CLAY.
- CONTRACTOR SHALL COMPLY WITH REQUIREMENTS SET FORTH IN CITY OF DALTON DEVELOPMENT REGULATIONS FOR ALL UTILITY INSTALLATIONS.

GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS THAT ARE PERTINENT TO THIS WORK.
- AREAS OUTSIDE THE PROJECT LIMITS ARE DESIGNATED AS RESTRICTED AREAS. THE CONTRACTOR'S FORCES ARE PROHIBITED FROM ENTERING RESTRICTED AREAS AT ANY TIME, UNLESS SPECIFICALLY AUTHORIZED BY THE ADJACENT OWNER.
- THE CONTRACTOR SHALL CONTROL DUST AND DEBRIS FROM HIS OPERATION TO A LEVEL ACCEPTABLE TO THE CITY AT ALL TIMES. THE CONTRACTOR SHALL HAVE ON THE PROJECT SITE VACUUM SWEEPERS, WATERING TRUCKS, AND OTHER EQUIPMENT NECESSARY TO CONTROL DUST AT ALL TIMES. ALL METHODS FOR CONTROLLING DUST SHALL BE SUBJECT TO THE COUNTY'S APPROVAL. FAILURE TO PROPERLY CONTROL DUST OR TO RESPOND TO ANY REQUEST TO DO SO WILL RESULT IN CONSTRUCTION ACTIVITIES BEING STOPPED.
- ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE PROJECT AREA AS SHOWN ON THE PHASED EROSION CONTROL PLAN.
- THE ROADS USED BY THE CONTRACTOR FOR ACCESS OR HAULING SHALL BE KEPT CLEAN AND ACCESSIBLE TO ALL OTHER TRAFFIC FOR THE ENTIRE DURATION OF THE PROJECT. HAUL TRUCKS MUST BE COVERED AND ANY SPILLAGE OR DEBRIS BUILDUP PROMPTLY REMOVED FROM ALL HAUL ROUTES ON AIRPORT AND PUBLIC ROADS.

MATERIAL NOTES:

- PRECAST STRUCTURES MAY BE USED AT THE CONTRACTOR'S OPTION. ALL CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 P.S.I.

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PROJECT OWNED/DEVELOPED BY:
CITY OF DALTON

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

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

GENERAL NOTES & LEGEND

BOTANY WOODS DR SLOPE RECONSTRUCTION

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

ISSUED FOR:
REVIEW

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

C2

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931-19-082

FILE NAME: I:\CUSTOMERS_ PROJECTS\931 City of Dalton\931-19-082 Botany Woods Drive\Eng\Construction\931-19-082 C-ANNO.dwg PLOT STYLE: SEI-BASE-M.ctb PLOT DATE:5/3/2019 USER:IAN CLARK

PROJECT #931-19-082
BOTANY WOODS DRIVE SLOPE FAILURES - ENGINEERS CONSTRUCTION COST ESTIMATE

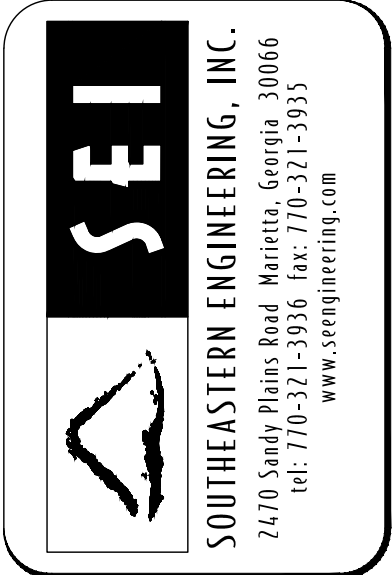
ITEM NO.	ITEM DESCRPTION	UNIT	QUANTITY
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GRADING & ROADWAY ITEMS			
150-1000	TRAFFIC CONTROL - 931-19-082	LS	1
205-0100	CONSTRUCTION ALLOWANCE - 931-19-082	LS	1
210-0100	GRADING COMPLETE - 931-19-082 (Approximately 9340 CY of Fill Material)	LS	1
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	650
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	25
402-3111	RECYCLED ASPH CONC 19 MM SUPERPAVE, TYPE II, GP 1 or GP 2, INCL BITUM MATL & H LIME	TN	35
413-1000	BITUM TACK COAT	GL	20
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	200
643-3000	ORANGE SAFETY FENCE	LF	250

DRAINAGE ITEMS			
207-0203	FOUND BKFILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57)	CY	148
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	2
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 - CLASS III RCP	LF	265
550-1243	STORM DRAIN PIPE, 24 IN, H 20-25 - CLASS V RCP	LF	85
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	SY	100
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	50
603-7000	PLASTIC FILTER FABRIC	SY	616
611-3004	RECONSTRUCT CATCH BASIN	EA	1
668-2105	DROP INLET, GP1, SPCL DES	EA	1
668-2115	DROP INLET, GP1, ADDL DEPTH, SPCL DES	LF	1
668-4300	STORM SEW MANHOLE, TP 1	EA	5
668-4311	STORM SEW MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	50

TEMPORARY EROSION CONTROL ITEMS			
163-0232	TEMPORARY GRASSING	AC	0.91
163-0240	MULCH	TN	5
163-0300	CONSTRUCTION EXIT	EA	1
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	10
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	272
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE C	LF	789
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	10
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	272
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	789

PERMANENT EROSION CONTROL ITEMS			
700-6910	PERMANENT GRASSING	AC	0.76
700-7000	AGRICULTURAL LIME	TN	1
700-8000	FERTILIZER MIXED GRADE	TN	1
700-8100	FERTILIZER NITROGEN CONTENT	LB	10
700-9300	SOD	SY	705
700-9000	PERMANENT SOIL REINFORCING MAT	SY	385



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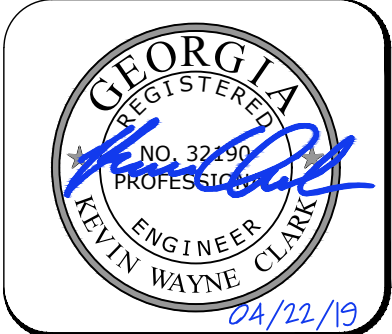
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24 HOUR CONTACT INFORMATION
P. ANDREW PARKER, P.E. (706) 278-7077

SUMMARY OF QUANTITIES

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



ISSUED FOR:
REVIEW

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

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FILE NAME: I:\CUSTOMERS_ PROJECTS\931 City of Dalton\931-19-082 Botany Woods Drive\Eng\Construction\931-19-082 C-PLAN.dwg PLOT STYLE: SEI-BASE-M.ctb PLOT DATE: 5/3/2019 USER: IAN CLARK



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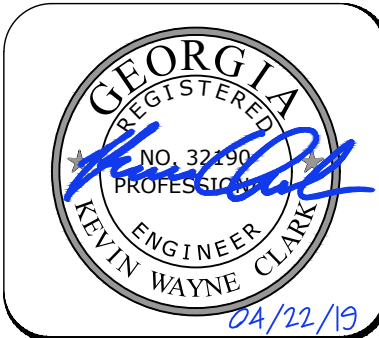
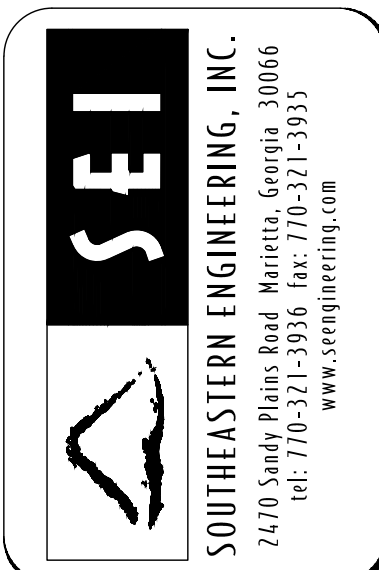
EXISTING CONDITIONS PLAN

BOTANY WOODS DR SLOPE RECONSTRUCTION
PROJECT LOCATED AT:
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CITY OF DALTON

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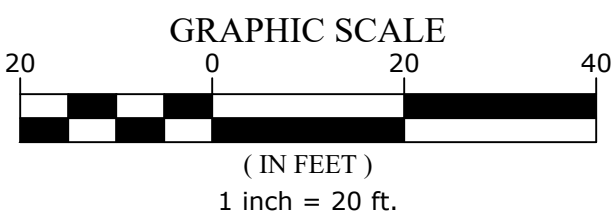


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BOTANY WOODS DR SLOPE RECONSTRUCTION

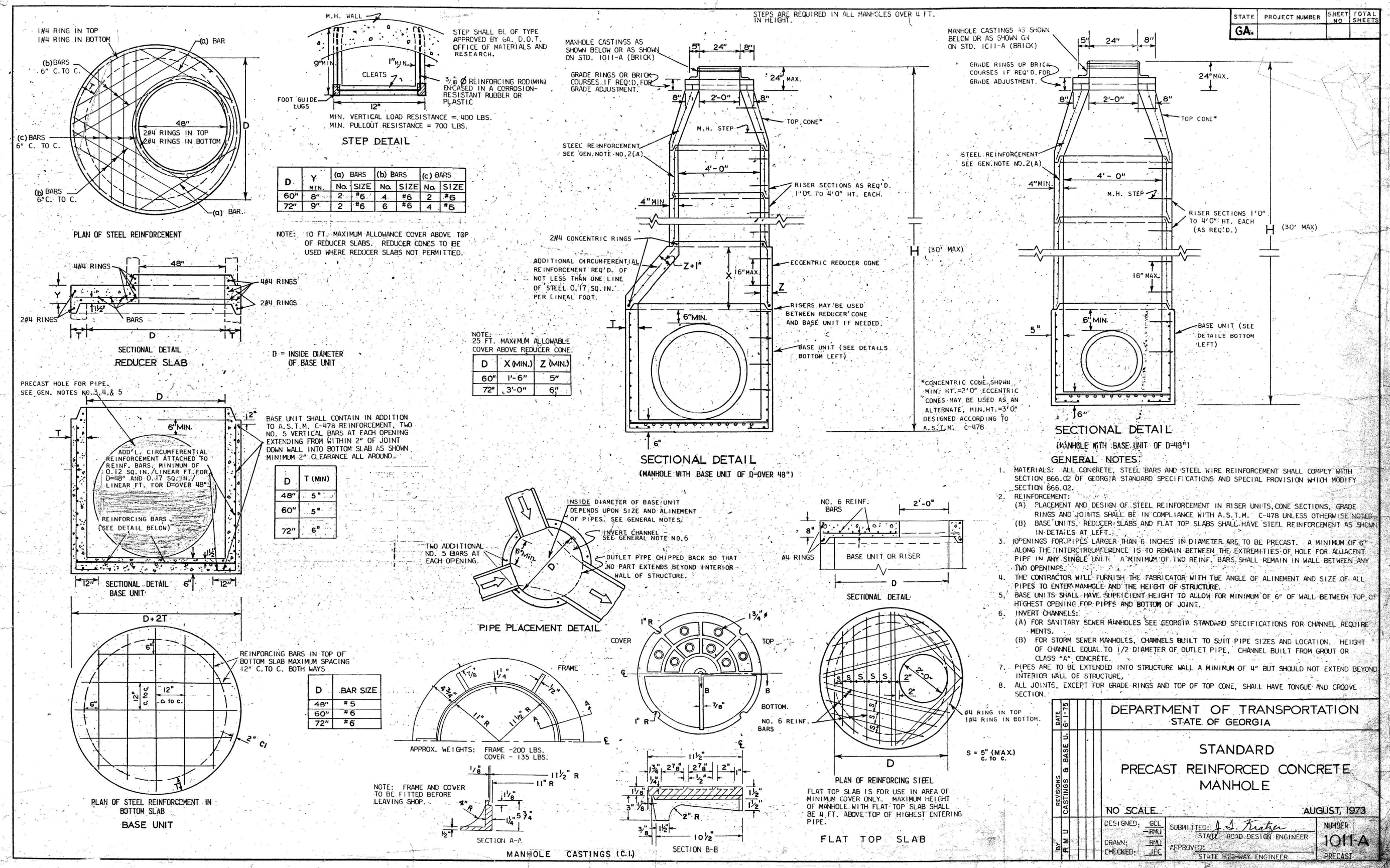
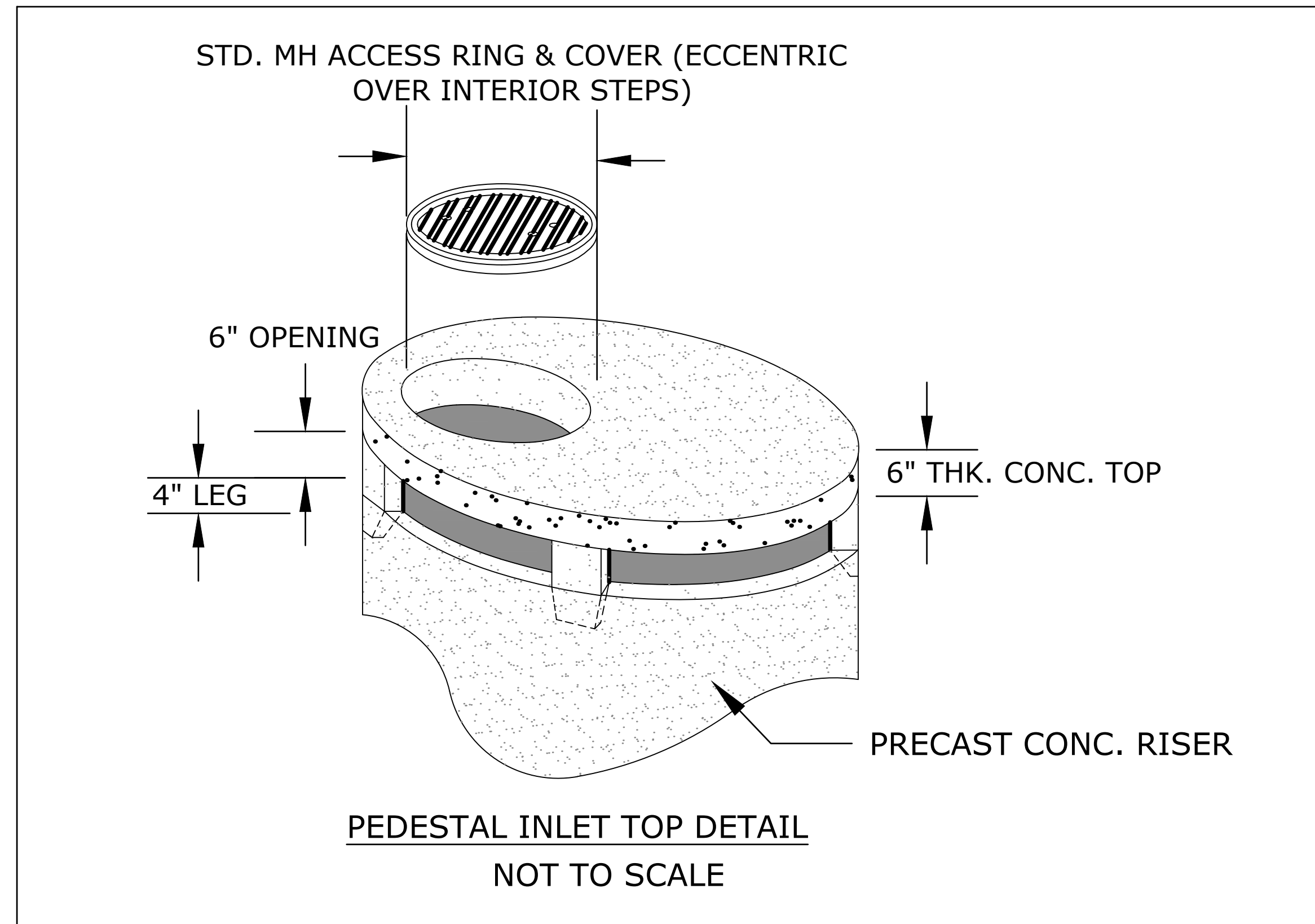
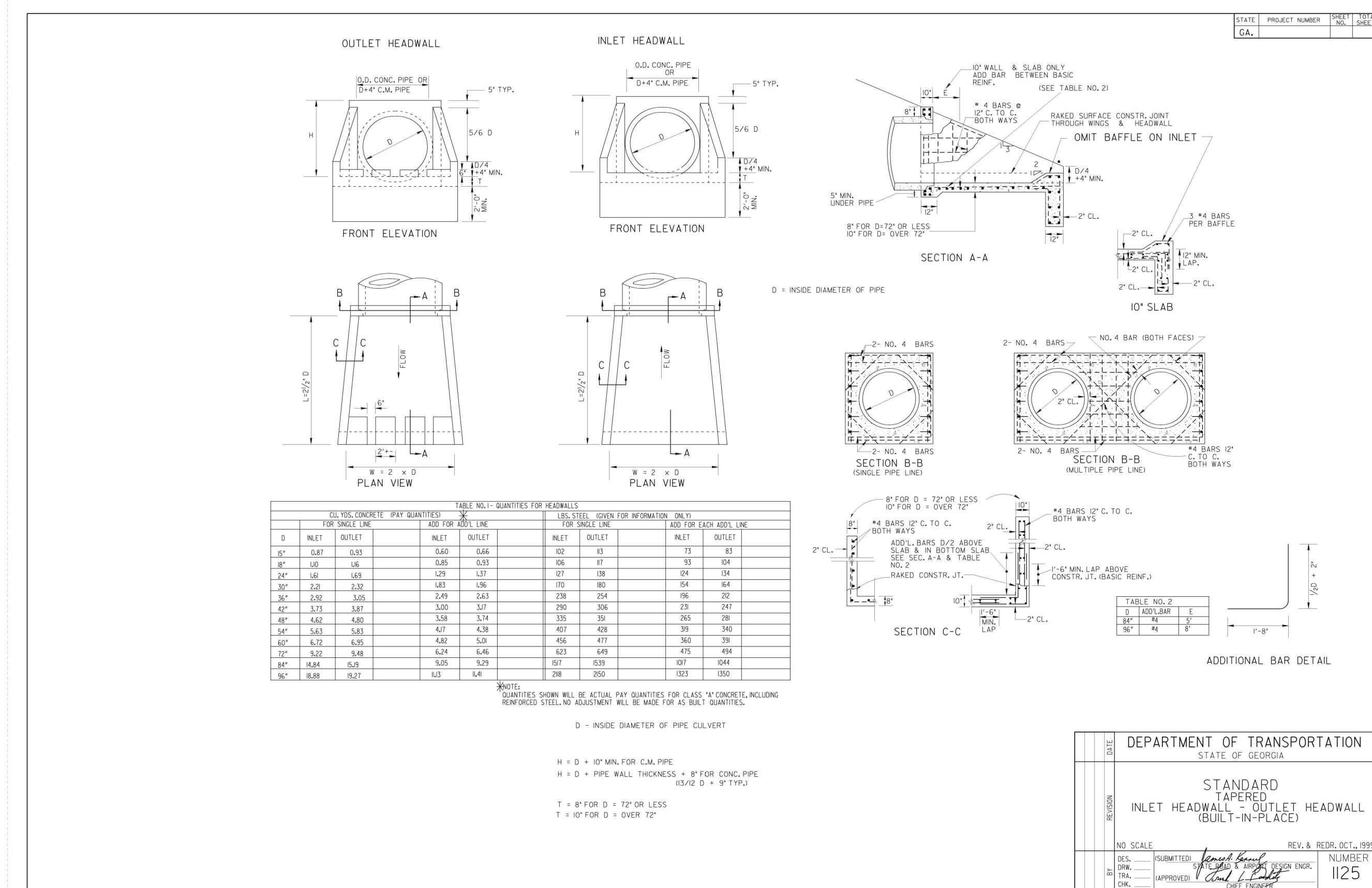
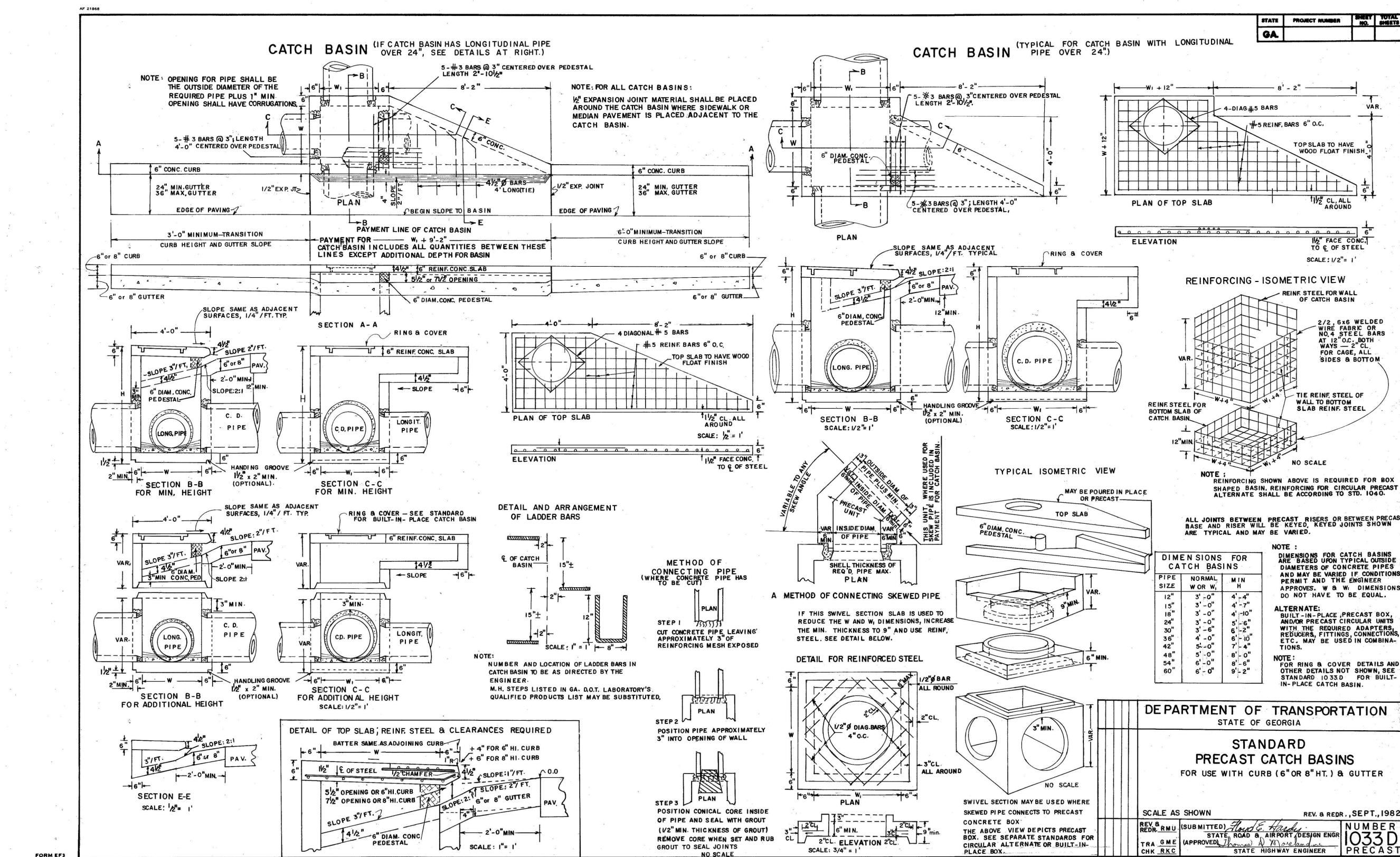
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CONSTRUCTION DETAILS

BOTANY WOODS DR SLOPE RECONSTRUCTION

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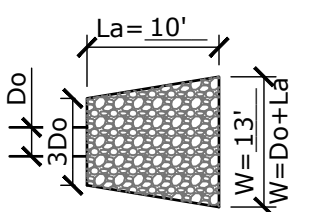
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FILE NAME: I:\CUSTOMERS_PROJECTS\931 City of Dalton\931-19-082 Botany Woods Drive\Eng\Construction\931-19-082 C-EROS.dwg PLOT STYLE: SEI-BASE-M.ctb PLOT DATE: 5/3/2019 USER: JIAN CLARK

$Q^{25} = 4.88$ CFS
 $V^{25} = 11.73$ FPS
 $D_o = 12" = 1'$
 $D_{50} = 2.5' (0.50' \text{ MIN})$

MAXIMUM STONE SIZE (d_{MAX})
 $d_{MAX} = 1.5 \times d_{50}$
 $d_{MAX} = 1.5 \times 2.5'$
 $d_{MAX} = 3.75'$

APRON THICKNESS
 $1.5 \times d_{MAX}$
 $1.5 \times 3.75' = 5.75'$

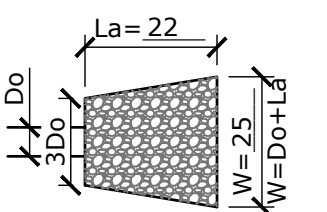


STORM OUTLET PROTECTION CALCULATIONS

$Q^{25} = 19.8$ CFS
 $V^{25} = 8.6$ FPS
 $D_o = 24" = 2'$
 $D_{50} = 2.75' (0.50' \text{ MIN})$

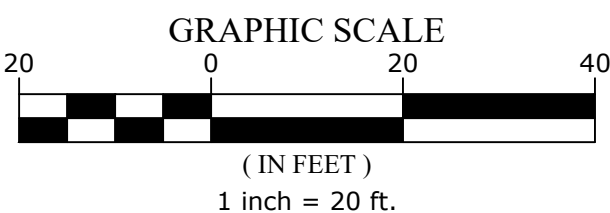
MAXIMUM STONE SIZE (d_{MAX})
 $d_{MAX} = 1.5 \times d_{50}$
 $d_{MAX} = 1.5 \times 2.75'$
 $d_{MAX} = 4.25'$

APRON THICKNESS
 $1.5 \times d_{MAX}$
 $1.5 \times 4.25' = 6.5'$



STORM OUTLET PROTECTION CALCULATIONS

- SHADED AREAS SHOWN ON GRADING PHASE EROSION CONTROL PLANS REPRESENT CRITICAL WORK ZONES. AT THE END OF EACH WORK DAY ALL SLOPES 2:1 OR STEEPER AND HIGHER THAN 5 FEET SHALL RECEIVE SURFACE ROUGHENING, POLYMERS, AND EROSION CONTROL MATTING. ADDITIONALLY, ALL FILL SLOPES SHALL RECEIVE A DIVERSION DIKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE PREVENTING DRAINAGE SPILLING OVER THE EDGE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASES IN HEIGHT. (NO CRITICAL AREAS EXIST ON THIS SITE)
- EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND-DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL. ADDITIONAL AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE, OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.



Kevin Wayne Clark
Level II Certified Design Professional

CERTIFICATION NUMBER 0000011388
ISSUED: 05/31/2009 EXPIRES: 05/31/2021

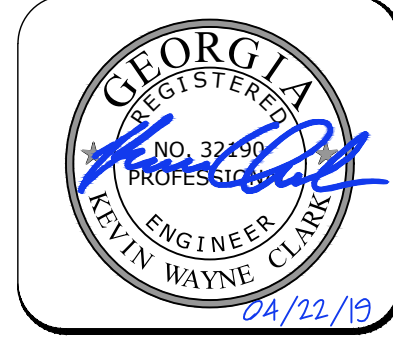


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EROSION CONTROL PLAN
BOTANY WOODS DR SLOPE RECONSTRUCTION
PROJECT LOCATED AT:
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FILE NAME: I:\CUSTOMERS_PROJECTS\931-19-082 Botany Woods Drive\Eng\Construction\931-19-082 C-EROS.dwg PLOT STYLE: SET-BASE-M.ctb PLOT DATE:5/3/2019 USER:IAN CLARK

GEORGIA UNIFORM CODING SYSTEM FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION			Improving, constructing or stabilizing an open channel, existing stream, or ditch.
Co	CONSTRUCTION EXIT			A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Cr	CONSTRUCTION ROAD STABILIZATION			A gravelway constructed as part of a construction plan including access roads, subdivision roads, parking areas and other on-site vehicle transportation routes.
Dc	STREAM DIVERSION CHANNEL			A temporary channel constructed to convey flow around a construction site while a permanent structure is being constructed.
Di	DIVERSION			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary or permanent structure.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE			A flexible conduit of heavy-duty fabric or other material designed to safely conduct surface runoff down a slope. This is temporary and inexpensive.
Dn2	PERMANENT DOWNDRAIN STRUCTURE			A paved chute, pipe, sectional conduit or similar material designed to safely conduct surface runoff down a slope.
Fr	FILTER RING			A temporary stone barrier constructed at storm drain inlets and pond outlets.
Ga	GABION			Rock filter baskets which are hand-placed in position forming soil stabilizing structures.
Gr	GRADE STABILIZATION STRUCTURE			Permanent structures installed to protect channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.
Lv	LEVEL SPREADER			A structure to convert concentrated flow of water into less erosive sheet flow. This should be constructed only on undisturbed soils.
Rd	ROCK FILTER DAM			A permanent or temporary stone filter dam installed across small streams or drainageways.
Re	RETAINING WALL			A wall installed to stabilize cut and fill slopes where maximum permissible slopes are not obtainable. Each situation will require special design.
Rt	RETRO FITTING			A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.
Sd1	SEDIMENT BARRIER			A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence.
Sd2	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
Sd3	TEMPORARY SEDIMENT BASIN			A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sd4	TEMPORARY SEDIMENT TRAP			A small temporary pond that drains a disturbed area so that sediment can settle out. The principle feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.
Sk	FLOATING SURFACE SKIMMER			A buoyant device that releases/drains water from the surface of sediment ponds, traps, or basins at a controlled rate of flow.
Spb	SEEP BERM			Linear control device constructed as a diversion perpendicular to the direction of runoff to enhance dissipation and infiltration, while creating multiple sedimentation chambers with the employment of intermediate dikes.

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sr	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORMDRAIN OUTLET PROTECTION			A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
Su	SURFACE ROUGHENING			A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading.
Tc	TURBIDITY CURTAIN			A floating or staked barrier installed within the water (it may also be referred to as a floating boom, silt barrier, or silt curtain).
Tp	TOPSOILING			The practice of stripping off the more fertile soil, storing it, then spreading it over the disturbed area after completion of construction activities.
Tr	TREE PROTECTION			To protect desirable trees from injury during construction activity.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL			Paved or vegetative water outlets for diversions, terraces, berms, dikes or similar structures.

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE			Strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)			Planting vegetation on dunes that are denuded artificially constructed, or re-nourished.
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)			Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMP SEEDING)			Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)			Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (SODDING)			A permanent vegetative cover using sods on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS			Controlling surface and air movement of dust on construction site, roadways and similar sites.
Fl-Cg	FLOCCULANTS AND COAGULANTS			Substance formulated to assist in the solids/liquid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (USING PERM VEGETATION)			The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION			A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKIFIERS AND BINDERS			Substance used to anchor straw or hay mulch by causing the organic material to bind together.

GA5WCC (Amended - 2013)

DEFINITION
A PROTECTIVE COVERING (BLANKET) OR SOIL STABILIZATION MAT USED TO ESTABLISH PERMANENT VEGETATION ON STEEP SLOPES, CHANNELS, OR SHORELINES.

- PURPOSE**
- TO PROVIDE A MICROCLIMATE WHICH PROTECTS YOUNG VEGETATION AND PROMOTES ITS ESTABLISHMENT.
 - TO REINFORCE THE TURF TO RESIST FORCES OF EROSION DURING STORM EVENTS.

CONDITIONS
MATTING AND BLANKETS CAN BE APPLIED ON STEEP SLOPES WHERE EROSION HAZARD IS HIGH AND PLANTING IS LIKELY TO BE TOO SLOW IN PROVIDING ADEQUATE PROTECTIVE COVER. CONCENTRATED FLOW AREAS, ALL SLOPES STEEPER THAN 2.5:1 AND WITH A HEIGHT OF TEN FEET OR GREATER, AND CUTS AND FILLS WITHIN STREAM BUFFERS, SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKETS. MAINTENANCE OF FINAL VEGETATIVE COVER MUST BE CONSIDERED WHEN CHOOSING BLANKETS VERSES MATTING. ON STREAMBANKS OR TIDAL SHORELINES WHERE MOVING WATER IS PRESENT, MATTING CAN PREVENT NEW PLANTINGS FROM BEING WASHED AWAY.

PLANNING CONSIDERATIONS
CARE MUST BE TAKEN TO CHOOSE THE TYPE OF BLANKET OR MATTING WHICH IS MOST APPROPRIATE FOR THE SPECIFIC NEEDS OF A PROJECT. TWO GENERAL TYPES OF BLANKETS AND MATS ARE DISCUSSED WITHIN THIS SPECIFICATION. DUE TO THE ABUNDANCE OF EROSION CONTROL MATTING AND BLANKET PRODUCTS AVAILABLE, ALL OF THE ADVANTAGES, DISADVANTAGES, AND SPECIFICATIONS OF ALL MANUFACTURED PRODUCTS WILL NOT BE DISCUSSED IN THIS MANUAL. MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS, AS WELL AS A SITE VISIT BY DESIGNER AND PLAN REVIEWER IS HIGHLY RECOMMENDED TO DETERMINE A PRODUCT'S APPROPRIATENESS.

TEMPORARY EROSION CONTROL BLANKETS
THIS INCLUDES TEMPORARY "COMBINATION" BLANKETS (ROLLED EROSION CONTROL BLANKETS-RECB) CONSISTING OF A PLASTIC NETTING WHICH COVERS AND IS INTERWENTED WITH A NATURAL ORGANIC OR MANMADE MULCH; OR, A JUTE MESH WHICH IS TYPICALLY HOMOGENEOUS IN DESIGN AND CAN ACT ALONE AS A SOIL STABILIZATION BLANKET. TEMPORARY BLANKETS AS A MINIMUM SHALL BE USED TO STABILIZE CONCENTRATED FLOW AREAS WITH A VELOCITY LESS THAN 5 FT/SEC AND SLOPES 2.5:1 OR STEEPER WITH A HEIGHT OF 10 FEET OR GREATER. BECAUSE TEMPORARY BLANKETS WILL DEGRADE IN A SHORT PERIOD OF TIME, THEY PROVIDE NO ENDURING REDUCTION IN EROSION PROTECTION.

BENEFITS OF USING EROSION BLANKETS INCLUDE THE FOLLOWING:

1. PROTECTION OF THE SEED AND SOIL FROM RAINDROP IMPACT AND SUBSEQUENT DISPLACEMENT.
2. THERMAL CONSISTENCY AND MOISTURE RETENTION FOR SEEDBED AREA.
3. STRONGER AND FASTER GERMINATION OF GRASSES AND LEGUMES.
4. PLANING OFF EXCESS STORMWATER RUNOFF.
5. PREVENTION OF SLOUGHING OF TOPSOIL ADDED TO STEEPER SLOPES.

PERMANENT EROSION CONTROL MATTING

CONSISTS OF A PERMANENT NON-DEGRADABLE, THREE-DIMENSIONAL PLASTIC STRUCTURE WHICH CAN BE FILLED WITH SOIL PRIOR TO PLANTING. THESE MATS ARE ALSO KNOWN AS PERMANENT SOIL REINFORCING MATS (TURF REINFORCEMENT MATTING). ROOTS PENETRATE AND BECOME ENTANGLED IN THE MATRIX, FORMING A CONTINUOUS ANCHORAGE FOR SURFACE GROWTH AND PROMOTING ENHANCED ENERGY DISSIPATION. MATTING SHALL BE USED WHEN A VEGETATIVE LINING IS DESIRED IN STORMWATER CONVEYANCE CHANNELS WHERE THE VELOCITY IS BETWEEN FIVE AND TEN FEET PER SECOND.

BENEFITS OF USING EROSION CONTROL MATTING INCLUDE THE FOLLOWING:

1. ALL BENEFITS GAINED FROM USING EROSION CONTROL BLANKETS.
2. CAUSES SOIL TO DROP OUT OF STORMWATER AND FILL MATRIX WITH FINE SOILS WHICH BECOME THE GROWTH MEDIUM FOR THE DEVELOPMENT OF ROOTS.
3. ACTS WITH THE VEGETATIVE ROOT SYSTEM TO FORM AN EROSION RESISTANT COVER WHICH RESISTS HYDRAULIC LIFT AND SHEAR FORCES WHEN EMBEDDED IN THE SOIL WITHIN STORMWATER CHANNELS.

MATERIALS: ALL BLANKET AND MATTING MATERIALS SHALL BE ON THE GEORGIA DEPARTMENT OF TRANSPORTATION QUALIFIED PRODUCTS LIST (QPL # 62 FOR BLANKETS, QPL # 49 FOR MATTING). ALL BLANKETS SHALL BE NONTOXIC TO VEGETATION AND TO THE GERMINATION OF SEED AND SHALL NOT BE INJURIOUS TO THE UNPROTECTED SKIN OF HUMANS. AT A MINIMUM, THE PLASTIC NETTING SHALL BE INTERWENTED WITH THE MULCHING MATERIAL/FIBER TO MAXIMIZE STRENGTH AND PROVIDE FOR EASE OF HANDLING.

TEMPORARY BLANKETS: MACHINE PRODUCED TEMPORARY COMBINATION BLANKETS SHALL HAVE A CONSISTENT THICKNESS WITH THE ORGANIC MATERIAL EVENLY DISTRIBUTED OVER THE ENTIRE BLANKET AREA. ALL COMBINATION BLANKETS SHALL HAVE A MINIMUM WIDTH OF 48 INCHES. MACHINE PRODUCED COMBINATION BLANKETS INCLUDE THE FOLLOWING:
A. STRAW BLANKETS ARE COMBINATION BLANKETS THAT CONSIST OF WEED-FREE STRAW FROM AGRICULTURAL CROPS FORMED INTO A BLANKET. BLANKETS WITH A TOP SIDE OF PHOTODEGRADABLE PLASTIC MESH WITH A MAXIMUM MESH SIZE OF 5/16 X 5/16 INCH AND SEWN TO THE STRAW WITH BIODEGRADABLE THREAD IS APPROPRIATE FOR SLOPES. THE BLANKET SHALL HAVE A MINIMUM THICKNESS OF 3/8 INCH AND MINIMUM DRY WEIGHT OF 0.5 POUNDS PER SQUARE YARD.
B. EXCELSIOR BLANKETS ARE COMBINATION BLANKETS THAT CONSIST OF CURLED WOOD EXCELSIOR (80% OF FIBERS ARE SIX INCHES OR LONGER) FORMED INTO A BLANKET. THE BLANKET SHALL HAVE CLEAR MARKINGS INDICATING THE TOP SIDE OF THE BLANKET AND BE SMOLDER RESISTANT. BLANKETS SHALL HAVE PHOTODEGRADABLE PLASTIC MESH HAVING A MAXIMUM MESH SIZE OF 1 1/2 X 3 INCHES. THE BLANKET SHALL HAVE A MINIMUM THICKNESS OF 1/4 OF AN INCH AND A MINIMUM DRY WEIGHT OF 0.8 POUNDS PER SQUARE YARD. SLOPES REQUIRE EXCELSIOR MATTING WITH THE TOP SIDE OF THE BLANKET COVERED IN THE PLASTIC MESH, AND FOR WATER-WAYS, BOTH SIDES OF THE MESH REQUIRE PLASTIC MESH.

C. COCONUT FIBER BLANKETS ARE COMBINATION BLANKETS THAT CONSIST OF CURLED COCONUT FIBER FORMED INTO A BLANKET. THE MINIMUM THICKNESS OF THE BLANKET SHALL BE 1/4 OF AN INCH WITH A MINIMUM WEIGHT OF 0.5 POUNDS PER SQUARE YARD. BLANKETS SHALL HAVE PHOTODEGRADABLE PLASTIC MESH, WITH A MAXIMUM MESH SIZE OF 5/8 X 5/8 INCH AND SEWN TO THE FIBER WITH A BREAKDOWN RESISTANT SYNTHETIC YARN. PLASTIC MESH IS REQUIRED ON BOTH SIDES OF THE BLANKET IF USED IN WATER-WAYS. A MAXIMUM OF TWO INCHES IS ALLOWABLE FOR THE STITCH PATTERN AND ROW SPACING.
D. WOOD FIBER BLANKETS ARE COMBINATION BLANKETS THAT CONSIST OF REPROCESSED WOOD FIBERS THAT DO NOT POSSESS OR CONTAIN ANY GROWTH OR GERMINATION INHIBITING FACTORS. THE BLANKET SHALL HAVE A PHOTODEGRADABLE PLASTIC MESH, WITH A MAXIMUM MESH SIZE OF 5/8 X 3/4 INCH, SECURELY BONDED TO THE TOP OF THE MAT. THE BLANKET SHALL HAVE A MINIMUM DRY WEIGHT OF 0.35 POUNDS PER SQUARE YARD. A MAXIMUM OF TWO INCHES IS ALLOWABLE FOR THE STITCH PATTERN AND ROW SPACING. THIS PRACTICE SHALL BE APPLIED ONLY TO SLOPES.

E. JUTE MESH CAN BE APPLIED TO SLOPES. JUTE MESH WITH A 48 INCH WIDTH SHALL SHOW BETWEEN 76 AND 80 WARPINGS AND A ONE YARD LENGTH SHALL SHOW BETWEEN 39 AND 43 WEFTINGS. THE WOVEN MESH SHALL BE AT LEAST 45 INCHES WIDE. YARN SHALL HAVE A UNIT WEIGHT OF AT LEAST 0.9 POUNDS PER SQUARE YARD, BUT NOT MORE THAN 1.5 POUNDS PER SQUARE YARD.

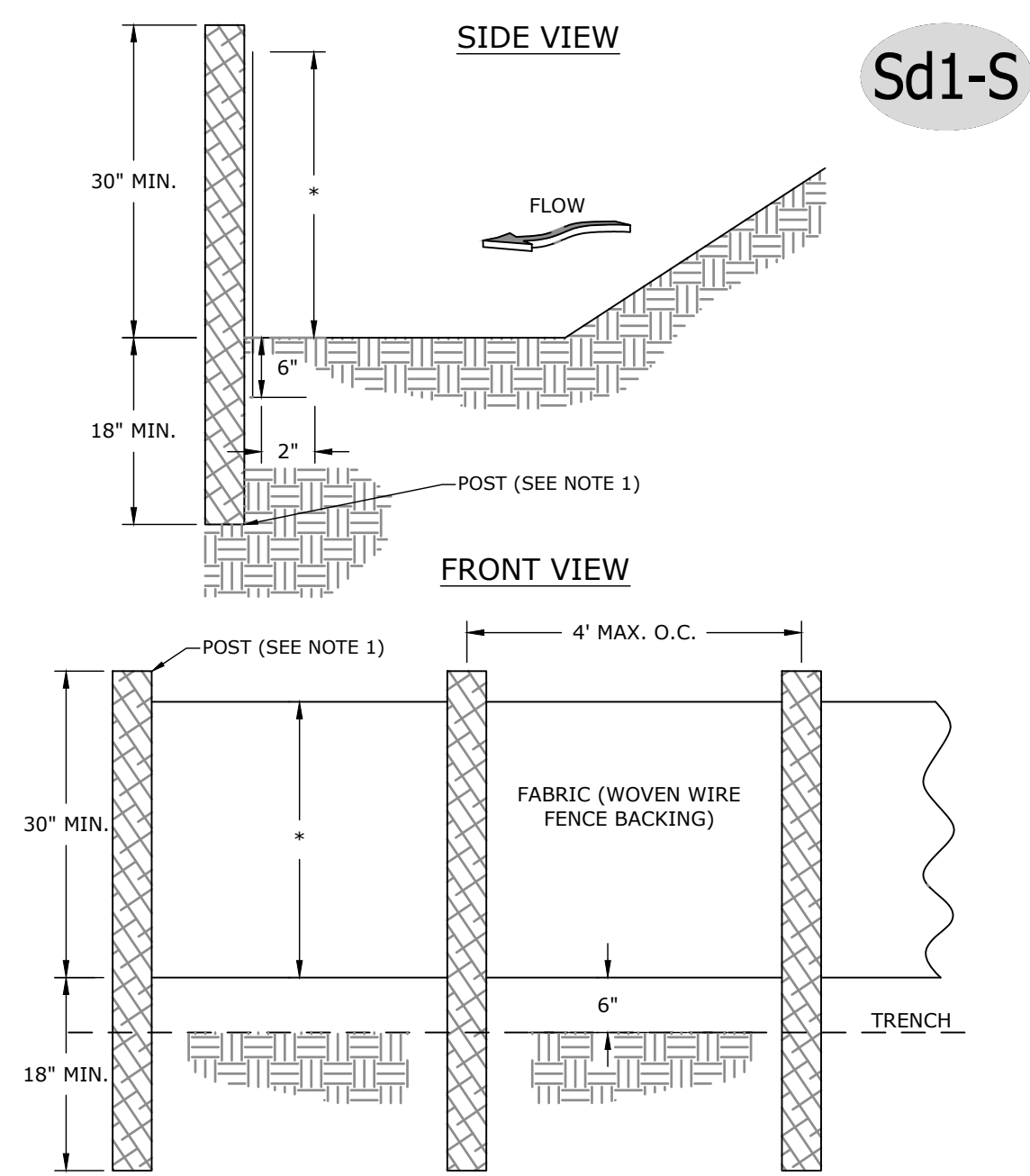
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EROSION CONTROL MATTING & BLANKETS

SLOPE STABILIZATION

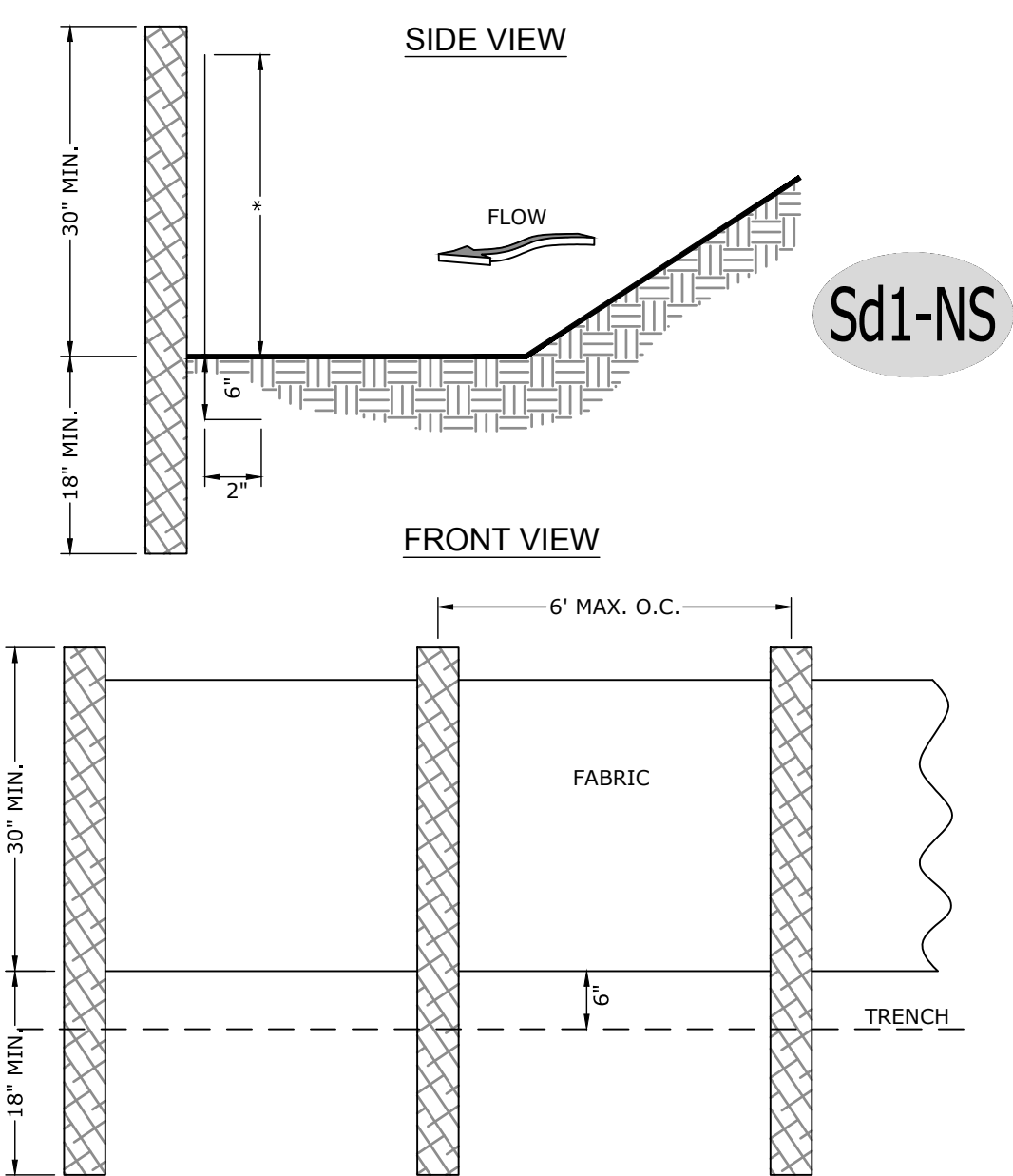
N.T.S.

SILT FENCE - TYPE C



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

SILT FENCE - TYPE A AND B



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

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DATE	REVISION DESCRIPTION
No	1 2 3 4

PROJECT OWNED/DEVELOPED BY:
CITY OF DALTON
535 ELM STREET DALTON, GA 30722
DALTON, GA, 30722
APARKER@CITYOFDALTON-GA.GOV
24 HOUR CONTACT INFORMATION
P. ANDREW PARKER, P.E. (706) 278-7077

EROSION CONTROL DETAILS
BOTANY WOODS DR SLOPE RECONSTRUCTION
PROJECT LOCATED AT:
BOTANY WOODS DR DALTON, GA, 30720
CITY OF DALTON

GEORGIA REGISTERED PROFESSIONAL ENGINEER
IAN WAYNE CLARK
04/22/19

ISSUED FOR:
REVIEW

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

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8m
Know what's below.
Call before you dig.

THE PLANTING OF PERENNIAL VEGETATION SUCH AS TREES, SHRUBS, VINES, GRASSES, OR LEGUMES ON EXPOSED AREAS FOR FINAL PERMANENT STABILIZATION, PERMANENT PERENNIAL VEGETATION SHALL BE USED TO ACHIEVE FINAL STABILIZATION.

INSTRUCTIONS

THIS PRACTICE SHALL BE APPLIED IMMEDIATELY TO ROUGH GRADED AREAS THAT WILL BE UNDISTURBED FOR LONGER THAN SIX MONTHS. THIS PRACTICE OR SODDING SHALL BE APPLIED IMMEDIATELY TO ALL AREAS AT FINAL GRADE. FINAL STABILIZATION MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND THAT FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES, AT LEAST 70% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION OR EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS THE USE OF RIP RAP, GABIONS, PERMANENT MULCHES OR GEOTEXTILES) HAVE BEEN EMPLOYED. PERMANENT VEGETATION SHALL CONSIST OF: PLANTED TREES, SHRUBS, PERENNIAL VINES, A CROP OF PERENNIAL VEGETATION APPROPRIATE FOR THE REGION, SUCH THAT WITHIN THE GROWING SEASON A 75% COVERAGE BY PERENNIAL VEGETATION SHALL BE ACHIEVED.

FINAL STABILIZATION APPLIES TO EACH PHASE OF CONSTRUCTION, FOR LINEAR CONSTRUCTION PROJECTS ON LAND USED FOR AGRICULTURAL OR SILVICULTURAL PURPOSES, FINAL STABILIZATION MAY BE ACCOMPLISHED BY STABILIZING THE DISTURBED LAND FOR ITS AGRICULTURAL OR SILVICULTURAL USE. UNTIL THIS STANDARD IS SATISFIED AND PERMANENT CONTROL MEASURES AND FACILITIES ARE OPERATIONAL, INTERIM STABILIZATION MEASURES AND TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL NOT BE REMOVED.

PLANNING CONSIDERATIONS

- USE CONVENTIONAL PLANTING METHODS WHERE POSSIBLE.
- WHEN MIXED PLANTINGS ARE DONE DURING MARGINAL PLANTING PERIODS, COMPANION CROPS SHALL BE USED.
- NO-TILL PLANTING IS EFFECTIVE WHEN PLANTING IS DONE FOLLOWING A SUMMER OR WINTER ANNUAL COVER CROP.
- BLOCK SOD PROVIDES IMMEDIATE COVER. IT IS ESPECIALLY EFFECTIVE IN CONTROLLING EROSION ADJACENT TO CONCRETE FLUMES AND OTHER STRUCTURES. REFER TO D-4 DISTURBED AREA STABILIZATION (WITH SODDING).
- IRRIGATION SHOULD BE USED WHEN THE SOIL IS DRY OR WHEN SUMMER PLANTINGS ARE DONE.
- LOW MAINTENANCE PLANTS, AS WELL AS NATIVES, SHOULD BE USED TO ENSURE LONG LASTING EROSION CONTROL.
- MOWING SHOULD NOT BE PERFORMED DURING THE QUAL NESTING SEASON (MAY TO SEPT.). WILDLIFE PLANTINGS SHOULD BE INCLUDED IN CRITICAL AREA PLANTINGS. SEE MANUAL FOR PLANT LIST.

GRADING & SHAPING

GRADING AND SHAPING MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. VERTICAL BANKS SHALL BE SLOPED TO ENABLE PLANT ESTABLISHMENT. WHEN CONVENTIONAL SEEDING AND FERTILIZING ARE TO BE DONE, GRADE AND SHAPE WHERE FEASIBLE AND PRACTICAL SO THAT EQUIPMENT CAN BE USED SAFELY AND EFFICIENTLY DURING SEEDING PREPARATION. SEEDING, MULCHING AND MAINTENANCE OF THE VEGETATION. CONCENTRATIONS OF WATER THAT WILL CAUSE EXCESSIVE SOIL EROSION SHALL BE DIVERTED TO A SAFE OUTLET. DIVERSIONS AND OTHER TREATMENT PRACTICES SHALL CONFORM WITH THE APPROPRIATE STANDARDS AND SPECIFICATIONS.

LIME AND FERTILIZER APPLICATION

WHEN HYDRAULIC SEEDING EQUIPMENT IS USED, THE INITIAL FERTILIZER SHALL BE MIXED WITH SEED. INOCULANT (IF NEEDED), AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH AND APPLIED IN A SLURRY. THE INOCULANT, IF NEEDED, SHALL BE MIXED WITH THE SEED PRIOR TO BEING PLACED INTO THE HYDRAULIC SEEDER. THE SLURRY MIXTURE WILL BE AGITATED DURING APPLICATION TO KEEP THE INGREDIENTS THOROUGHLY MIXED. THE MIXTURE WILL BE SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER BEING PLACED IN THE HYDROSEEDER.

FINELY GROUND LIMESTONE WILL BE MIXED WITH WATER AND APPLIED IMMEDIATELY AFTER MULCHING IS COMPLETED OR IN COMBINATION WITH THE TOP DRESSING. WHEN CONVENTIONAL PLANTING IS TO BE DONE, LIME AND FERTILIZER SHALL BE APPLIED UNIFORMLY IN ONE OF THE FOLLOWING WAYS.

- APPLY BEFORE LAND PREPARATION SO THAT IT WILL BE MIXED WITH THE SOIL DURING SEEDBED PREPARATION.
- MIX WITH THE SOIL USED TO FILL THE HOLES, DISTRIBUTE IN FURROWS.
- BROADCAST AFTER STEEP SURFACES ARE SCARIFIED, PITTED OR TRENCHED.
- A FERTILIZER PELLET SHALL BE PLACED AT ROOT DEPTH IN THE CLOSING HOLE BESIDE EACH TREE SEEDLING.

LIME AND FERTILIZER RATES AND ANALYSIS

AGRICULTURAL LIME IS REQUIRED AT A RATE OF ONE TO TWO TONS PER ACRE UNLESS SOIL TESTS INDICATE OTHERWISE. GRADED AREAS REQUIRE LIME APPLICATION. IF LIME IS APPLIED WITHIN SIX MONTHS OF PLANTING PERMANENT PERENNIAL PLANTS, AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.

- TILLAGE MAY BE DONE WITH ANY SUITABLE EQUIPMENT.
- TILLAGE SHOULD BE DONE ON THE CONTOUR, WHERE FEASIBLE.
- ON SLOPES TOO STEEP FOR THE SAFE OPERATION OF TILLAGE EQUIPMENT, THE SOIL SURFACE SHALL BE PITTED OR TRENCHED ACROSS THE SLOPE WITH APPROPRIATE HAND TOOLS TO PROVIDE TWO PLACES 6 TO 8 IN. APART IN WHICH SEED MAY LODGE AND GERMINATE. HYDRAULIC SEEDING MAY ALSO BE USED.

INDIVIDUAL PLANTS

- WHERE INDIVIDUAL PLANTS ARE TO BE SET, THE SOIL SHALL BE PREPARED BY EXCAVATING HOLES, OPENING FURROWS, OR DIBBLE PLANTING.
- FOR NURSERY STOCK PLANTS, HOLES SHALL BE LARGE ENOUGH TO ACCOMMODATE THE ROOTS WITHOUT CROWDING.
- WHERE PINE SEEDLINGS ARE TO BE PLANTED, SUBSOIL UNDER THE ROW 36 INCHES DEEP ON THE CONTOUR FOUR TO SIX MONTHS PRIOR TO PLANTING. AGRICULTURAL LIME IS REQUIRED WHERE OTHER TREES ARE PLANTED. SUBSOILING SHOULD BE DONE WHEN THE SOIL IS DRY, PREFERABLY IN AUGUST OR SEPTEMBER.

INOCULANTS ALL LEGUME SEED SHALL BE INOCULATED WITH APPROPRIATE NITROGEN-FIXING BACTERIA. THE INOCULANT SHALL BE A PURE CULTURE PREPARED SPECIFICALLY FOR THE SEED SPECIES AND USED WITHIN THE DATES ON THE CONTAINER. A MIXING MEDIUM RECOMMENDED BY THE MANUFACTURER SHALL BE USED TO BOND THE INOCULANT TO THE SEED. FOR CONVENTIONAL SEEDING, USE TWICE THE AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER. FOR HYDRAULIC SEEDING, FOUR TIMES THE AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER SHALL BE USED. ALL INOCULATED SEED SHALL BE PROTECTED FROM THE SUN AND HIGH TEMPERATURES AND SHALL BE PLANTED THE SAME DAY INOCULATED. NO INOCULATED SEED SHALL REMAIN IN THE HYDROSEEDER LONGER THAN ONE HOUR.

PLANT SELECTION

REFER TO TABLES 6-4.1, 6-5.2, 6-5.3 AND 6-5.4 FOR APPROVED SPECIES. SPECIES NOT LISTED SHALL BE APPROVED BY THE STATE RESOURCE CONSERVATIONIST OF THE NATURAL RESOURCE CONSERVATION SERVICE BEFORE THEY ARE USED. PLANTS SHALL BE SELECTED ON THE BASIS OF SPECIES CHARACTERISTICS, SITE AND SOIL CONDITIONS, PLANNED USE AND MAINTENANCE OF THE AREA, TIME OF YEAR OF PLANTING, METHOD OF PLANTING, AND THE NEEDS AND DESIRES OF THE LAND USER. SOME PERENNIAL SPECIES ARE EASILY ESTABLISHED AND CAN BE PLANTED ALONE. EXAMPLES OF THESE ARE COMMON BERMUDA, TALL FESCUE AND WEEPING LOVEGRASS. OTHER PERENNIALS SUCH AS BAHIA GRASS AND SERICEA LESPEDEZA ARE SLOW TO BECOME ESTABLISHED AND SHOULD BE PLANTED WITH ANOTHER PERENNIAL SPECIES. THE ADDITIONAL SPECIES WILL PROVIDE QUICK COVER AND AMPLE SOIL PROTECTION UNTIL THE TARGET PERENNIAL SPECIES BECOME ESTABLISHED. FOR EXAMPLE COMMON SEEDING COMBINATIONS INCLUDE: WEEPING LOVEGRASS WITH SERICEA LESPEDEZA (SCARIFIED) AND TALL FESCUE WITH SERICEA LESPEDEZA (UNSCARIFIED).

PLANT SELECTION MAY ALSO INCLUDE ANNUAL COMPANION CROPS. ANNUAL COMPANION CROPS SHOULD BE USED ONLY WHEN THE PERENNIAL SPECIES ARE NOT PLANTED DURING THEIR OPTIMUM PLANTING PERIOD. A COMMON MIXTURE IS BROWN TOP LET WITH COMMON BERMUDA IN MID-SUMMER. CARE SHOULD BE TAKEN IN SELECTING COMPANION CROP SPECIES AND SEEDING RATES BECAUSE ANNUAL CROPS WILL COMPLETE WITH PERENNIAL SPECIES FOR WATER, NUTRIENTS AND GROWING SPACE. A HIGH SEEDING RATE OF THE COMPANION CROP MAY PREVENT THE ESTABLISHMENT OF PERENNIAL SPECIES. RYEGRASS SHALL NOT BE USED IN ANY SEEDING MIXTURES CONTAINING PERENNIAL SPECIES DUE TO ITS ABILITY TO OUT-COMPETE DESIRED SPECIES CHOSEN FOR PERMANENT PERENNIAL COVER.

SEED QUALITY

THE TERM "PURE LIVE SEED" IS USED TO EXPRESS THE QUALITY OF SEED AND IS NOT SHOWN ON THE LABEL. PURE LIVE SEED, PLS, IS EXPRESSED AS A PERCENTAGE OF THE SEEDS THAT ARE PURE AND WILL GERMINATE. INFORMATION ON PERCENT GERMINATION AND PURITY CAN BE FOUND ON SEED TAGS. PLS IS DETERMINED BY MULTIPLYING THE PERCENT OF PURE SEED WITH THE PERCENT OF GERMINATION; I.E., PLS = % GERMINATION x % PURITY

THE PERCENT OF PLS HELPS YOU DETERMINE THE AMOUNT OF SEED YOU NEED. FOR EXAMPLE IF THE SEEDING RATE IS 10 POUNDS PLS AND THE BULK SEED IS 56% PLS, THE BULK SEEDING RATE IS: 10 LBS. OF PLS / ACRE = 17.9 LBS / ACRE

YOU WOULD NEED TO PLANT 17.9 LBS/ACRE TO PROVIDE 10 LBS/ACRE OF PURE LIVE SEED.

SEEDBED PREPARATION

SEEDBED PREPARATION MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. WHEN CONVENTIONAL SEEDING IS TO BE USED, SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:

BROADCAST PLANTINGS:

- TILLAGE AT A MINIMUM, SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 IN. ALLEVATE COMPACTION; INCORPORATE LIME AND FERTILIZER; SMOOTH AND FIRM THE SOIL. ALLOW FOR THE PROPER PLACEMENT OF SEED, SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.
- TILLAGE MAY BE DONE WITH ANY SUITABLE EQUIPMENT.
- TILLAGE SHOULD BE DONE ON THE CONTOUR, WHERE FEASIBLE.
- ON SLOPES TOO STEEP FOR THE SAFE OPERATION OF TILLAGE EQUIPMENT, THE SOIL SURFACE SHALL BE PITTED OR TRENCHED ACROSS THE SLOPE WITH APPROPRIATE HAND TOOLS TO PROVIDE TWO PLACES 6 TO 8 IN. APART IN WHICH SEED MAY LODGE AND GERMINATE. HYDRAULIC SEEDING MAY ALSO BE USED.

INDIVIDUAL PLANTS

- WHERE INDIVIDUAL PLANTS ARE TO BE SET, THE SOIL SHALL BE PREPARED BY EXCAVATING HOLES, OPENING FURROWS, OR DIBBLE PLANTING.
- FOR NURSERY STOCK PLANTS, HOLES SHALL BE LARGE ENOUGH TO ACCOMMODATE THE ROOTS WITHOUT CROWDING.
- WHERE PINE SEEDLINGS ARE TO BE PLANTED, SUBSOIL UNDER THE ROW 36 INCHES DEEP ON THE CONTOUR FOUR TO SIX MONTHS PRIOR TO PLANTING. AGRICULTURAL LIME IS REQUIRED WHERE OTHER TREES ARE PLANTED. SUBSOILING SHOULD BE DONE WHEN THE SOIL IS DRY, PREFERABLY IN AUGUST OR SEPTEMBER.

INOCULANTS ALL LEGUME SEED SHALL BE INOCULATED WITH APPROPRIATE NITROGEN-FIXING BACTERIA. THE INOCULANT SHALL BE A PURE CULTURE PREPARED SPECIFICALLY FOR THE SEED SPECIES AND USED WITHIN THE DATES ON THE CONTAINER. A MIXING MEDIUM RECOMMENDED BY THE MANUFACTURER SHALL BE USED TO BOND THE INOCULANT TO THE SEED. FOR CONVENTIONAL SEEDING, USE TWICE THE AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER. FOR HYDRAULIC SEEDING, FOUR TIMES THE AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER SHALL BE USED. ALL INOCULATED SEED SHALL BE PROTECTED FROM THE SUN AND HIGH TEMPERATURES AND SHALL BE PLANTED THE SAME DAY INOCULATED. NO INOCULATED SEED SHALL REMAIN IN THE HYDROSEEDER LONGER THAN ONE HOUR.

PLANTING

HYDRAULIC SEEDING: MIX THE SEED (INOCULATED IF NEEDED), FERTILIZER, AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH WITH WATER AND APPLY IN A SLURRY UNIFORMLY OVER THE AREA TO BE TREATED. APPLY WITHIN ONE HOUR AFTER THE MIXTURE IS MADE.

CONVENTIONAL SEEDING: SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED. FOR BROADCAST PLANTING, USE A CULTIPACKER-SEEDER, DRILL, ROTARY SEEDER, OTHER MECHANICAL SEEDER, OR HAND SEEDING TO DISTRIBUTE THE SEED UNIFORMLY OVER THE AREA TO BE TREATED. COVER THE SEED LIGHTLY WITH 1/8 TO 1/4 INCH OF SOIL. FOR SMALL SEED AND 1/2 TO 1 INCH FOR LARGE SEED WHEN USING A CULTIPACKER OR OTHER SUITABLE EQUIPMENT.

NO-TILL SEEDING: NO-TILL SEEDING IS PERMISSIBLE INTO ANNUAL COVER CROPS WHEN PLANTING IS DONE FOLLOWING MATURITY OF THE COVER CROP OR IF THE TEMPORARY COVER STAND IS SPARSE ENOUGH TO ALLOW ADEQUATE GROWTH OF THE PERMANENT (PERENNIAL) SPECIES. NO-TILL SEEDING SHALL BE DONE WITH APPROPRIATE NO-TILL SEEDING EQUIPMENT. THE SEED MUST BE UNIFORMLY DISTRIBUTED AND PLANTED AT THE PROPER DEPTH.

INDIVIDUAL PLANTS: SHRUBS, VINES AND SPRIGS MAY BE PLANTED WITH APPROPRIATE PLANTERS OR HAND TOOLS. PINE TREES SHALL BE PLANTED MANUALLY IN THE SUBSOIL FURROW. EACH PLANT SHALL BE SET IN A MANNER THAT WILL AVOID CROWDING THE ROOTS. NURSERY STOCK PLANTS SHALL BE PLANTED AT THE SAME DEPTH OR SLIGHTLY DEEPER THAN THEY GREW AT THE NURSERY. THE TOPS OF VINES AND SPRIGS MUST BE AT OR SLIGHTLY ABOVE THE GROUND SURFACE. WHERE INDIVIDUAL HOLES ARE DIG, FERTILIZER SHALL BE PLACED IN THE BOTTOM OF THE HOLE. TWO INCHES OF SOIL SHALL BE ADDED AND THE PLANT SHALL BE SET IN THE HOLE.

MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDED AREAS SHALL ACHIEVE 75% SOIL COVER. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED.

DRY STRAW OR DRY HAY OF GOOD QUALITY AND FREE OF WEED SEEDS CAN BE USED. DRY STRAW SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. DRY HAY SHALL BE APPLIED AT A RATE OF 2 1/2 TONS PER ACRE. WOOD CELLULOSE MULCH OR WOOD PULP FIBER SHALL BE USED WITH HYDRAULIC SEEDING. IT SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE. DRY STRAW OR DRY HAY SHALL BE APPLIED (AT THE RATE INDICATED ABOVE) AFTER THE HYDRAULIC SEEDING.

ONE THOUSAND POUNDS OF WOOD CELLULOSE OR WOOD PULP FIBER, WHICH INCLUDES A TACKIFIER, SHALL BE USED WITH HYDRAULIC SEEDING ON SLOPES 4:1 OR STEEPER. SERICEA LESPEDEZA HAY CONTAINING MATURE SEED SHALL BE APPLIED AT A RATE OF THREE TONS PER ACRE.

PINE STRAW OR PINE BARK SHALL BE APPLIED AT A THICKNESS OF 3 INCHES FOR BEDDING PURPOSES OTHER SUITABLE MATERIALS IN SUFFICIENT QUANTITY MAY BE USED WHERE ORNAMENTALS OR OTHER GROUND COVERS ARE PLANTED. THIS IS NOT APPROPRIATE FOR SEEDED AREAS.

WHEN USING TEMPORARY EROSION CONTROL BLANKETS OR BLOCK SOD, MULCH IS NOT REQUIRED. BITUMINOUS TREATED ROVING MAY BE APPLIED ON PLANTED AREAS ON SLOPES, IN DITCHES OR DRY WATERWAYS TO PREVENT EROSION. BITUMINOUS TREATED ROVING SHALL BE APPLIED WITHIN 24 HOURS AFTER AN AREA HAS BEEN PLANTED. APPLICATION RATES AND MATERIALS MUST MEET GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

WOOD CELLULOSE AND WOOD PULP FIBERS SHALL NOT CONTAIN GERMINATION OR GROWTH INHIBITING FACTORS. THEY SHALL BE EVENLY DISPERSED WHEN AGITATED IN WATER. THE FIBERS SHALL CONTAIN A DYE TO ALLOW VISUAL METERING AND AID IN UNIFORM APPLICATION DURING SEEDING.

APPLYING MULCH

STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING AND/OR PLANTING. THE MULCH MAY BE SPREAD BY BLOWER TYPE SPREADING EQUIPMENT. OTHER SPREADING EQUIPMENT OR BY HAND. MULCH SHALL BE APPLIED TO COVER 75% OF THE SOIL SURFACE. WOOD CELLULOSE OR WOOD FIBER MULCH SHALL BE APPLIED UNIFORMLY WITH HYDRAULIC SEEDING EQUIPMENT.

ANCHORING MULCH

ANCHOR STRAW OR HAY MULCH IMMEDIATELY AFTER APPLICATION BY ONE OF THE FOLLOWING METHODS: EMULSIFIED ASPHALT CAN BE (A) SPRAYED UNIFORMLY ONTO THE MULCH AS IT IS EJECTED FROM THE BLOWER MACHINE OR (B) SPRAYED ON THE MULCH IMMEDIATELY FOLLOWING MULCH APPLICATION WHEN STRAW OR HAY IS SPREAD BY METHODS OTHER THAN SPECIAL BLOWER EQUIPMENT. THE COMBINATION OF ASPHALT EMULSION AND WATER SHALL CONSIST OF A HOMOGENEOUS MIXTURE SATISFACTORY FOR SPRAYING. THE MIXTURE SHALL CONSIST OF 100 GALLONS OF WATER PER TON OF MULCH. CARE SHALL BE TAKEN AT ALL TIMES TO PROTECT STATE WATERS, THE PUBLIC, ADJACENT PROPERTY, PAVEMENTS, CURBS, SIDEWALKS AND OTHER STRUCTURES FROM ASPHALT DISCOLORATION. 2. HAY AND STRAW MULCH SHALL BE PRESSED INTO THE SOIL IMMEDIATELY AFTER THE MULCH IS SPREAD. A SPECIAL "PACKER DISK" OR DISK HARROW WITH THE DISKS SET STRAIGHT MAY BE USED. THE DISKS MAY BE SMOOTH OR SERATED OR SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISKS SHALL BE DULL ENOUGH TO PRESS THE MULCH INTO THE GROUND WITHOUT CUTTING IT, LEAVING MUCH OF IT IN AN ERECT POSITION.

MULCH SHALL NOT BE FLOWED INTO THE SOIL. 3. SYNTHETIC TACKIFIERS OR BINDERS APPROVED BY GDOT SHALL BE APPLIED IN CONJUNCTION WITH OR IMMEDIATELY AFTER THE MULCH IS SPREAD. SYNTHETIC TACKIFIERS SHALL BE MIXED AND APPLIED ACCORDING TO MANUFACTURER'S SPECIFICATIONS. REFER TO T1 - TACKIFIERS AND BINDERS. 4. RYE OR WHEAT CAN BE INCLUDED WITH FALL AND WINTER PLANTINGS TO STABILIZE THE MULCH. THEY SHALL BE APPLIED AT A RATE OF ONE-QUARTER TO ONE-HALF BUSHEL PER ACRE. 5. PLASTIC MESH OR NETTING NOT LARGER THAN ONE INCH BY ONE INCH MAY BE NEEDED TO ANCHOR STRAW OR HAY MULCH ON UNSTABLE SOILS AND CONCENTRATED FLOW AREAS. THESE MATERIALS SHALL BE INSTALLED AND ANCHORED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

BEDDING MATERIAL: MULCH USED AS A BEDDING MATERIAL TO CONSERVE MOISTURE AND CONTROL WEEDS IN NURSERIES, ORNAMENTAL BEDS, AROUND SHRUBS, AND ON BARE AREAS ON LAWNS.

MATERIAL	DEPTH
GRAIN STRAW	4" TO 6"
GRASS HAY	4" TO 6"
PINE NEEDLES	3" TO 5"
WOOD WASTE	4" TO 6"

IRRIGATION: IRRIGATION WILL BE APPLIED AT A RATE THAT WILL NOT CAUSE RUNOFF.

TOPDRESSING: WILL BE APPLIED ON ALL TEMPORARY AND PERMANENT (PERENNIAL) SPECIES PLANTED ALONE OR IN MIXTURES WITH OTHER SPECIES. RECOMMENDED RATES OF APPLICATION ARE LISTED IN TABLE 6-5.1

SECOND YEAR AND MAINTENANCE FERTILIZATION: SECOND YEAR FERTILIZER RATES AND MAINTENANCE FERTILIZER RATES ARE LISTED IN TABLE 6-5.1

LIME MAINTENANCE APPLICATION: APPLY ONE TON OF AGRICULTURAL LIME EVERY 4 TO 6 YEARS OR AS INDICATED BY SOIL TESTS. SOIL TESTS CAN BE CONDUCTED TO DETERMINE MORE ACCURATE REQUIREMENTS IF DESIRED.

		ANALYSIS OR EQUIVALENT N-K		N TOP DRESSING RATE
1. COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 LBS./AC. 1000 LBS./AC. 400 LBS./AC.	50-100 LBS./AC. 1/ 2/
2. COOL SEASON GRASSES AND LEGUMES	FIRST SECOND MAINTENANCE	6-12-12 0-10-10 0-10-10	1500 LBS./AC. 1000 LBS./AC. 400 LBS./AC.	0-50 LBS./AC. 1/
3. GROUND COVERS	FIRST SECOND MAINTENANCE	10-10-10 10-10-10 10-10-10	1300 LBS./AC. 3/ 1300 LBS./AC. 3/ 1100 LBS./AC.	--
4. PINE SEEDLINGS	FIRST MAINTENANCE	20-10-5	ONE 21-GRAM PELLET PER SEEDLING PLACED IN THE CLOSING HOLE	--
5. SHRUB LESPEDEZA	FIRST	0-10-10 0-10-10	700 LBS./AC. 700 LBS./AC. 4/	--
6. TEMPORARY COVER CROPS SEEDD ALONE	FIRST SECOND MAINTENANCE	10-10-10	500 LBS./AC.	30 LBS./AC. 5/
7. WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 LBS./AC. 800 LBS./AC. 400 LBS./AC.	50-100 LBS./AC. 2/ 6/ 50-100 LBS./AC. 2/
8. WARM SEASON GRASSES AND LEGUMES	FIRST SECOND MAINTENANCE	6-12-12 0-10-10 0-10-10	1500 LBS./AC. 1000 LBS./AC. 400 LBS./AC.	50 LBS./AC. 6/

- 1/ APPLY IN SPRING FOLLOWING SEEDING.
- 2/ APPLY IN SPLIT APPLICATIONS WHEN HIGH RATES ARE USED.
- 3/ APPLY IN 3 SPLIT APPLICATIONS.
- 4/ APPLY WHEN PLANTS ARE PRUNED.
- 5/ APPLY TO GRASS SPECIES ONLY.
- 6/ APPLY WHEN PLANTS GROW TO A HEIGHT OF 2 TO 4 INCHES.

USE AND MANAGEMENT: MOW SERICEA LESPEDEZA ONLY AFTER FROST TO ENSURE THAT THE SEEDS ARE MATURE. MOW FROM NOVEMBER AND MARCH. BERMUDAGRASS, BAHIA GRASS AND TALL FESCUE MAY BE MOWED AS DESIRED. MAINTAIN AT LEAST 6 INCHES OF TOP GROWTH UNDER ANY USE AND MANAGEMENT. MODERATE USE OF TOP GROWTH IS BENEFICIAL AFTER ESTABLISHMENT. EXCLUDE TRAFFIC UNTIL THE PLANTS ARE WELL ESTABLISHED. USE OF THE QUAL NESTING SEASON, MOWING SHOULD NOT TAKE PLACE BETWEEN MAY AND SEPTEMBER.

SECOND YEAR AND MAINTENANCE FERTILIZATION: SECOND YEAR FERTILIZER RATES AND MAINTENANCE FERTILIZER RATES ARE LISTED IN TABLE 6-5.1

LIME MAINTENANCE APPLICATION: APPLY ONE TON OF AGRICULTURAL LIME EVERY 4 TO 6 YEARS OR AS INDICATED BY SOIL TESTS. SOIL TESTS CAN BE CONDUCTED TO DETERMINE MORE ACCURATE REQUIREMENTS IF DESIRED.

PLANTS, PLANTING RATES, AND PLANTING DATES

SPECIES	BROADCAST RATES 1/ - PLS 2/		RESOURCE AREA 3/	PLANTING DATES BY RESOURCE AREAS											
	PER ACRE	PER 1000 sq. ft.		PLANTING DATES											
				(SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICATE PERMISSIBLE BUT MARGINAL DATES.)											
				J	F	M	A	M	J	J	A	S	O	N	D
BAHIA, PENSACOLA (PASPALUM NOTATUM)			P C												
	ALONE OR WITH TEMPORARY COVER	60 LBS 1.4 LB													
	WITH OTHER PERENNIALS	30 LBS 0.7 LB													
BAHIA, WILMINGTON (PASPALUM NOTATUM)			M-L P												
	ALONE OR WITH TEMPORARY COVER	60 LBS 1.4 LB													
	WITH OTHER PERENNIALS	30 LBS 0.7 LB													
BERMUDA, COMMON (CYNODON DACTYLON)			P C												
	ALONE	10 LBS 0.2 LB													
	WITH OTHER PERENNIALS	6 LBS 0.1 LB													
BERMUDA, COMMON (CYNODON DACTYLON)			P C												
	UNHILLED SEED														
	WITH TEMPORARY COVER	10 LBS 0.2 LB													
WITH OTHER PERENNIALS	6 LBS 0.1 LB														
BERMUDA SPRIGS (CYNODON DACTYLON)			M-L												
	40 CU. FT 0.9 CU. FT OR SOD PLUGS 3' X 3'														
	COASTAL, COMMON, MIDLAND, OR TIFT 44														
COASTAL, COMMON, OR TIFT 44			P C C												
	TIFT 78														
CENTIPEDE (ERMOCLOA OPHUROIDES)			P C												
	BLOCK SOD ONLY														
				J	F	M	A <td>M</td> <td>J</td> <td>J</td> <td>A</td> <td>S</td> <td>O</td> <td>N</td> <td>D</td>	M	J	J	A	S	O	N	D

PLANTS, PLANTING RATES, AND PLANTING DATES

SPECIES	BROADCAST RATES 1/ - PLS 2/ PER ACRE		PER 1000 sq. ft.	RESOURCE AREA 3/	PLANTING DATES BY RESOURCE AREAS												1 C O P Y S P R I N G V I S I T
					PLANTING DATES												
					(SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICATE PERMISSIBLE BUT MARGINAL DATES.)												
				J	F	M	A	M	J	J	A	S	O	N	D		
CROWNVETCH (CORONILLA VARIA)																	
WITH WINTER ANNUALS OR COOL SEASON GRASSES	15 LBS	0.3 LB		M-L P													
FESCUE, TALL (FESTUCA ARUNDINACEA)																	
ALONE	50 LBS.	1.1 LB.		M-L P													
WITH OTHER PERENNIALS	30 LBS.	0.7 LB.															
LESPEDEZA SERICEA (LESPEDEZA CUNEATA)																	
SCARIFIED	60 LBS.	1.4 LB.		M-L P C													
UNSCARIFIED	75 LBS.	1.7 LB.		M-L P C													
SEED-BEARING HAY	3 TONS	138 LBS.		M-L P C													
					J	F	M	A	M	J	J	A	S	O	N	D	

PLANTS, PLANTING RATES, AND PLANTING DATES

SPECIES	BROADCAST RATES 1/ - PLS 2/ PER ACRE	RESOURCE AREA 3/	PLANTING DATES BY RESOURCE AREAS
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DEFINITION

THE ESTABLISHMENT OF TEMPORARY VEGETATION COVER WITH FAST GROWING SEEDINGS FOR SEASONAL PROTECTION ON DISTURBED OR DENUDED AREAS.

REQUIREMENT FOR REGULATORY COMPLIANCE

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. TEMPORARY GRASSING, INSTEAD OF MULCH, CAN BE APPLIED TO ROUGH GRADED AREAS THAT WILL BE EXPOSED FOR LESS THAN SIX MONTHS. IF AN AREA IS EXPECTED TO BE UNDISTURBED FOR LONGER THAN SIX MONTHS, PERMANENT PERENNIAL VEGETATION SHALL BE USED. IF ONSITE PLANTING CONDITIONS FOR TEMPORARY GRASSING ARE LACKING, MULCH CAN BE USED AS A SINGLE-ROW SEEDING CONTROL DEVICE FOR UP TO SIX MONTHS BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, ANCHORED, AND HAVE A CONTINUOUS RICH COVER OR GREATER OF THE SOIL SURFACE. REFER TO SPECIFICATION Ds1-DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING).

SPECIFICATIONS

GRADING AND SHAPING

EXCESSIVE WATER RUN-OFF SHALL BE REDUCED BY PROPERLY DESIGNED AND INSTALLED EROSION CONTROL PRACTICES SUCH AS CLOSED DRAINS, DITCHES, DIKES, DIVERSIONS, SEDIMENT BARRIERS AND OTHERS.

NO SHAPING OR GRADING IS REQUIRED IF SLOPES CAN BE STABILIZED BY HAND-SEEDED VEGETATION OR IF HYDRAULIC SEEDING EQUIPMENT IS TO BE USED.

SEEDBED PREPARATION

WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED, WHEN USING CONVENTIONAL OR HANDSEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL.

WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, THE SOIL SHALL BE FITTED, TRENCHED OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LOOSE AND GERMINATE.

LIME AND FERTILIZER

AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE. APPLY AGRICULTURAL LIME AT A RATE OF ONE TON PER ACRE. GRADED AREAS REQUIRE LIME APPLICATION. SOILS CAN BE TESTED TO DETERMINE IF FERTILIZER IS NEEDED. ON REASONABLY FERTILE SOILS OR SOIL MATERIAL, FERTILIZER IS NOT REQUIRED, FOR SOILS WITH VERY LOW FERTILITY, 500 TO 700 POUNDS OF 10-10-10 FERTILIZER OR THE EQUIVALENT PER ACRE (12-16 LBS/ 1,000 S.F.) SHALL BE APPLIED. FERTILIZER SHOULD BE APPLIED BEFORE LAND PREPARATION AND INCORPORATED WITH A DISK, RIPPER OR CHISEL.

SEEDING

SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR. SEED SHALL BE APPLIED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTPACKER-SEEDER, OR HYDRAULIC SEEDER (SUIRY INCLUDING SEED AND FERTILIZER). DRILL OR CULTPACKER SEEDERS SHOULD NORMALLY PLACE SEED ONE-QUARTER TO ONE-HALF INCH DEEP. APPROPRIATE DEPTH OF PLANTING IS TEN TIMES THE SEED DIAMETER. SOIL SHOULD BE "RAKED" LIGHTLY TO COVER SEED WITH SOIL IF SEEDING BY HAND.

MULCHING

TEMPORARY VEGETATION CAN, IN MOST CASES, BE ESTABLISHED WITHOUT THE USE OF MULCH. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT TERM PROTECTION. REFER TO Ds1 - DISTURBED AREA STABILIZATION (WITH MULCHING ONLY).

IRRIGATION

DURING TIMES OF DROUGHT, WATER SHALL BE APPLIED AT A RATE NOT CAUSING RUNOFF AND EROSION. THE SOIL SHALL BE THOROUGHLY WETTED TO A DEPTH THAT WILL INSURE GERMINATION OF THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

DISTURBED AREA STABILIZATION w/ TEMPORARY SEEDING

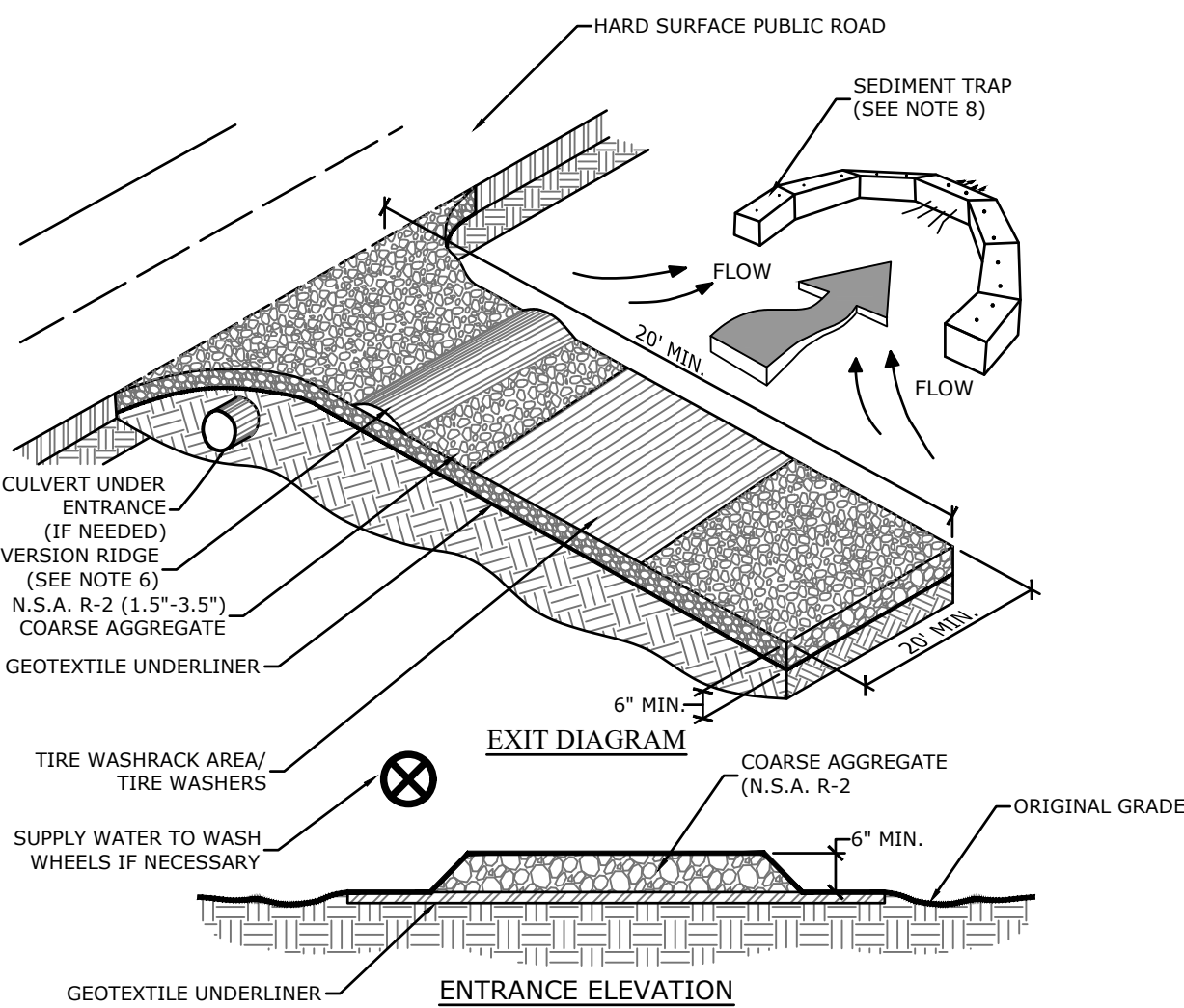
N.T.S.

SPECIES	BROADCAST RATES 2/ - PLS 3/ PER ACRE		RESOURCE AREA 4/	PLANTING DATES												REMARKS
	PLS 2/	PLS 3/		J	F	M	A	M	J	J	A	S	O	N	D	
BARLEY (Hordeum vulgare) ALONE IN MIXTURES	144 LBS. 24 LBS.	3.3 LBS. 0.6 LBS.	M-L P C													14,000 SEED PER POUND. WINTERHARDY. USE ON PRODUCTIVE SOILS.
LESPEDEZA, ANNUAL (Lespedeza bicolor) ALONE IN MIXTURES	40 LBS. 10 LBS.	0.9 LBS. 0.2 LBS.	M-L P C													200,000 SEED PER POUND. MAY VOLUNTEER FOR SEVERAL YEARS. USE INOCULANT TL.
LOVEGRASS, WEEFING (Eragrostis curvula) ALONE IN MIXTURES	4 LBS. 2 LBS.	0.1 LBS. 0.05 LBS.	M-L P C													1,500,000 SEED PER POUND. MAY LAST FOR SEVERAL YEARS. MIX WITH LESPEDEZA
MILLET, BROWNTOP (Panicum fasciculatum) ALONE IN MIXTURES	40 LBS. 10 LBS.	0.9 LBS. 0.2 LBS.	M-L P C													137,000 SEED PER POUND. QUICK GROWING COVER. WILL PROVIDE TOO MUCH COMPETITION IN MIXTURES IF SEEDING AT HIGH RATES.
RYE (Secale cereale) ALONE IN MIXTURES	168 LBS. 28 LBS.	3.9 LBS. 0.6 LBS.	M-L P C													18,000 SEED PER POUND. QUICK COVER, DROUGHT TOLERANT AND WINTERHARDY.
RYEGRASS, ANNUAL (Lolium temulentum) ALONE	40 LBS.	0.9 LBS.	M-L P C													227,000 SEED PER POUND. DENSE COVER, VERY COMPETITIVE AND IS NOT TO BE USED IN MIXTURES.
MILLET, PEARL (Panicum glaucum) ALONE	50 LBS.	1.1 LBS.	M-L P C													68,000 SEED PER POUND. QUICK, DENSE COVER. MAY REACH 5' FEET IN HEIGHT. NOT RECOMMENDED FOR MIXTURES.
OATS (Avena sativa) ALONE IN MIXTURES	128 LBS. 32 LBS.	2.9 LBS. 0.7 LBS.	M-L P C													13,000 SEED PER POUND. USE ON PRODUCTIVE SOILS. NOT AS WINTERHARDY AS RYE OR BARLEY.
SUDAN GRASS (Sorghum sudanense) ALONE	60 LBS.	1.4 LBS.	M-L P C													55,000 SEED PER POUND. GOOD FOR DROUGHT SITES. RECOMMENDED FOR MIXTURES.
TREFOIL (X-Triposcaceae) ALONE IN MIXTURES	144 LBS. 24 LBS.	3.3 LBS. 0.6 LBS.	M-L P C													USE ON LOWER PART OF SOUTHERN COASTAL PLAIN AND IN ATLANTIC COASTAL FLATWOODS ONLY.
WHEAT (Triticum aestivum) ALONE IN MIXTURES	180 LBS. 30 LBS.	4.1 LBS. 0.7 LBS.	M-L P C													15,000 SEED PER POUND. WINTERHARDY.

1/ TEMPORARY COVER CROPS ARE VERY COMPETITIVE AND WILL CROWN OUT PERENNIALS IF SEEDING TOO HEAVILY.
2/ REDUCE SEEDING RATES BY 50% WHEN DRILLED.
3/ PLS IS AN ABBREVIATION FOR PURE LIVE SEED.
4/ M-L REPRESENTS TO MOUNTAIN, BLUE RIDGE, AND RIDGES AND VALLEYS MRLA'S
P REPRESENTS THE SOUTHERN REDWATER M-LA
C REPRESENTS THE SOUTHERN COASTAL PLAIN; SAND HILLS; BLACK LANDS; AND ATLANTIC COAST FLATWOODS M-LA'S

1/ TEMPORARY COVER CROPS ARE VERY COMPETITIVE AND WILL CROWN OUT PERENNIALS IF SEEDING TOO HEAVILY.
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Ds-2 DISTURBED AREA STABILIZATION w/ TEMPORARY SEEDING N.T.S.



- NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5\"/>

1 CRUSHED STONE CONSTRUCTION EXIT NOT TO SCALE Co

SPECIFICATIONS

MULCHING WITHOUT SEEDING

THIS STANDARD APPLIES TO GRADES OR CLEARED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AND EROSION RETARDANT COVER, BUT CAN BE STABILIZED WITH A MULCH COVER.

SITE PREPARATION

1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.
3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

MULCHING MATERIALS

- SELECT ONE OF THE FOLLOWING MATERIALS AND APPLY AT THE DEPTH INDICATED:
1. DRY STRAW OR HAY SHALL BE APPLIED AT A DEPTH OF 2 TO 4 INCHES PROVIDING COMPLETE SOIL COVERAGE. ONE ADVANTAGE OF THIS MATERIAL IS EASY APPLICATION.
 2. WOOD WASTE (CHIPS, SAWDUST OR BARK) SHALL BE APPLIED AT A DEPTH OF 2 TO 3 INCHES. ORGANIC MATERIAL FROM THE CLEARING STAGE OF DEVELOPMENT SHOULD REMAIN ON SITE, BE CHIPPED AND APPLIED AS MULCH. THIS METHOD OF MULCHING CAN GREATLY REDUCE EROSION CONTROL COSTS.
 3. CUTBACK ASPHALT (SLOW CURING) SHALL BE APPLIED AT 1200 GALLONS PER ACRE (OR 1/4 GALLON PER SQUARE YARD).
 4. POLYETHYLENE FILM SHALL BE SECURED OVER BANKS OR STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION. THIS MATERIAL CAN BE SALVAGED AND RE-USED.

APPLYING MULCH

- WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.
1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
 2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.
 3. CUTBACK ASPHALT SHALL BE APPLIED UNIFORMLY. CARE SHOULD BE TAKEN IN AREAS OF PEDESTRIAN TRAFFIC DUE TO PROBLEMS OF "TRACKING IN" OR DAMAGE TO SHOES, CLOTHING, ETC.
 4. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH

1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK". DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION ON ALL SLOPES 3:1V OR GREATER.

STRAW OR HAY MULCH SPREAD WITH SPECIAL BLOWER-TYPE EQUIPMENT MAY BE ANCHORED WITH EMULSIFIED ASPHALT (GRADE AE-5 OR SS-1). THE ASPHALT EMULSION SHALL BE SPRAYED ONTO THE MULCH AS IT IS ERECTED FROM THE MACHINE. USE 100 GALLONS OF EMULSIFIED ASPHALT AND 100 GALLONS OF WATER PER TON OF MULCH. TACKIFIERS AND BINDERS CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. PLEASE REFER TO SPECIFICATION TB - TACKIFIERS AND BINDERS. PLASTIC MESH OR

2. NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
3. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

Ds-1 DISTURBED AREA STABILIZATION w/MULCHING ONLY N.T.S.

DEFINITION

A PERMANENT VEGETATIVE COVER USING SODS ON HIGHLY ERODIBLE OR CRITICALLY ERODED LANDS

CONDITIONS

THIS APPLICATION IS APPROPRIATE FOR AREAS WHICH REQUIRE IMMEDIATE VEGETATIVE COVER, DROP INLETS, GRASS SWALES, AND WATERWAYS WITH INTERMITTENT FLOW.

PLANNING CONSIDERATIONS

SODDING CAN INITIALLY BE MORE COSTLY THAN SEEDING, BUT THE ADVANTAGES JUSTIFY THE INCREASED INITIAL COSTS.

1. IMMEDIATE EROSION CONTROL, GREEN SURFACE, AND QUICK USE.
2. REDUCED FAILURE AS COMPARED TO SEED AS WELL AS THE LACK OF WEEDS
3. CAN BE ESTABLISHED NEARLY YEAR-ROUND.

SODDING IS PREFERABLE TO SEED IN WATERWAYS AND SWALES BECAUSE OF THE IMMEDIATE PROTECTION OF THE CHANNEL AFTER APPLICATION. SODDING MUST BE STAKED IN CONCENTRATED FLOW AREAS (SEE FIGURE 6-6.1) CONSIDER USING SOD FRAMED AROUND DROP INLETS TO REDUCE SEDIMENTS AND MAINTAINING THE GRADE.

CONSTRUCTION SPECIFICATIONS INSTALLATION

SOIL PREPARATION

BRING SOIL SURFACE TO FINAL GRADE. CLEAR SURFACE OF TRASH, WOODY DEBRIS, STONES AND CLODS LARGER THAN 1". APPLY SOD TO SOIL SURFACES ONLY AND NOT FROZEN SURFACES, OR GRAVEL TYPE SOILS.TOPSOIL PROPERLY APPLIED WILL HELP GUARANTEE A STAND. DON'T USE TOPSOIL RECENTLY TREATED WITH HERBICIDES OR SOIL STERILANTS. MIX FERTILIZER INTO SOIL SURFACE. FERTILIZE BASED ON SOIL TESTS OR TABLE 6-6.1.

INSTALLATION

LAY SOD WITH TIGHT JOINTS AND IN STRAIGHT LINES. DON'T OVERLAP JOINTS. STAGGER JOINTS AND DO NOT STRETCH SOD (SEE FIGURE 6-6.2) ON SLOPES STEEPER THAN 3:1. SOD SHOULD BE ANCHORED WITH PINS OR OTHER APPROVED METHODS. INSTALLED SOD SHOULD BE ROLLED OR TAMPED TO PROVIDE GOOD CONTACT BETWEEN SOD AND SOIL. IRRIGATE SOD AND SOIL TO A DEPTH OF 4" IMMEDIATELY AFTER INSTALLATION. SOD SHOULD NOT BE CUT OR SPREAD IN EXTREMELY WET OR DRY WEATHER. IRRIGATION SHOULD BE USED TO SUPPLEMENT RAINFALL FOR A MINIMUM OF 2-3 WEEKS.

MATERIALS

SOD SELECTED SHOULD BE CERTIFIED. SOD GROWN IN THE GENERAL AREA OF THE PROJECT IS DESIRABLE.

1. SOD SHOULD BE MACHINE CUT AND CONTAIN 3/4" (+1/4 ") OF SOIL, NOT INCLUDING SHOOTS OR THATCH.
2. SOD SHOULD BE CUT TO THE DESIRED SIZE WITHIN +5% TORN OR UNEVEN PADS SHOULD BE REJECTED.
3. SOD SHOULD BE CUT AND INSTALLED WITHIN 36 HOURS OF DIGGING.
4. AVOID PLANTING WHEN SUBJECT TO FROST HEAVE OR HOT WEATHER IF IRRIGATION IS NOT AVAILABLE
5. THE SOD TYPE SHOULD BE SHOWN ON THE PLANS OR INSTALLED ACCORDING TO TABLE 6-6.2. SEE FIGURE 6-4.1 FOR YOUR RESOURCE AREA.

MAINTENANCE

RE-SOD AREAS WHERE AN ADEQUATE STAND OF SOD IS NOT OBTAINED. NEW SOD SHOULD BE MOWED SPARINGLY. GRASS HEIGHT SHOULD NOT BE CUT LESS THAN 2\"/>

TABLE 6-6.3 FERTILIZER REQUIREMENTS FOR SOD

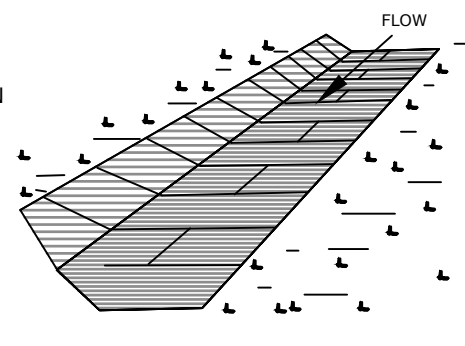
TYPES OF SPECIES	PLANTING YEAR	FERTILIZER (N-P-K)	RATE (lbs./acre)	NITROGEN TOP DRESSING RATE (lbs./acre)
COOL SEASON GRASSES	FIRST	6-12-12	1500	50-100
	SECOND	6-12-12	1000	--
	MAINTENANCE	10-10-10	400	30
WARM SEASON GRASSES	FIRST	6-12-12	1500	50-100
	SECOND	6-12-12	800	50-100
	MAINTENANCE	10-10-10	400	30

I:\CUSTOMERS_PROJECTS\931 City of Dalton\931-19-082 Botany Woods Drive\Eng\Construction

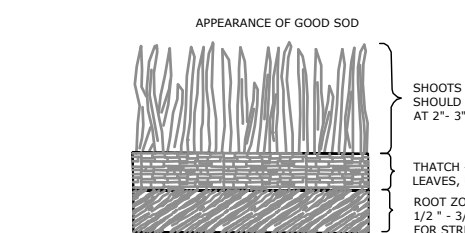
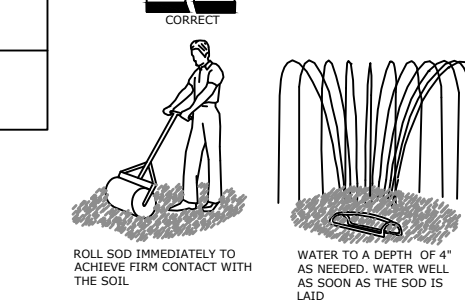
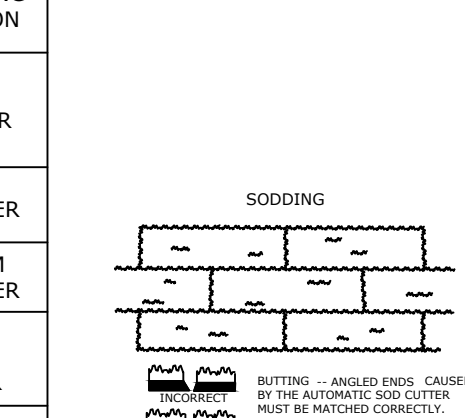
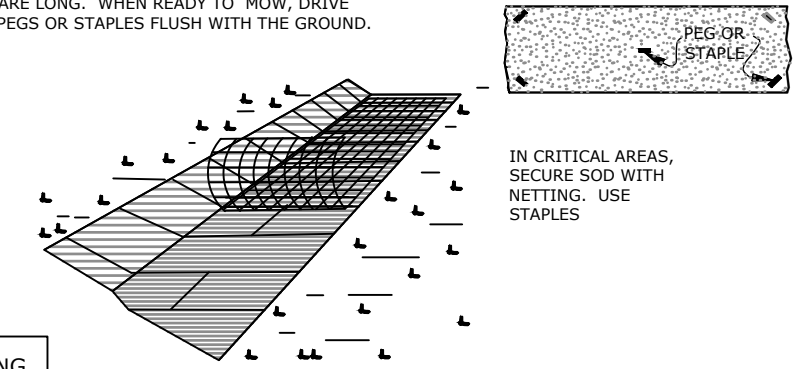
FERTILIZER REQUIREMENTS FOR SOIL SURFACE APPLICATION

FERTILIZER TYPE	FERTILIZER RATE (lbs/acre)	FERTILIZER RATE (lbs/sq ft)	SEASON
10-10-10	1000	.025	FALL

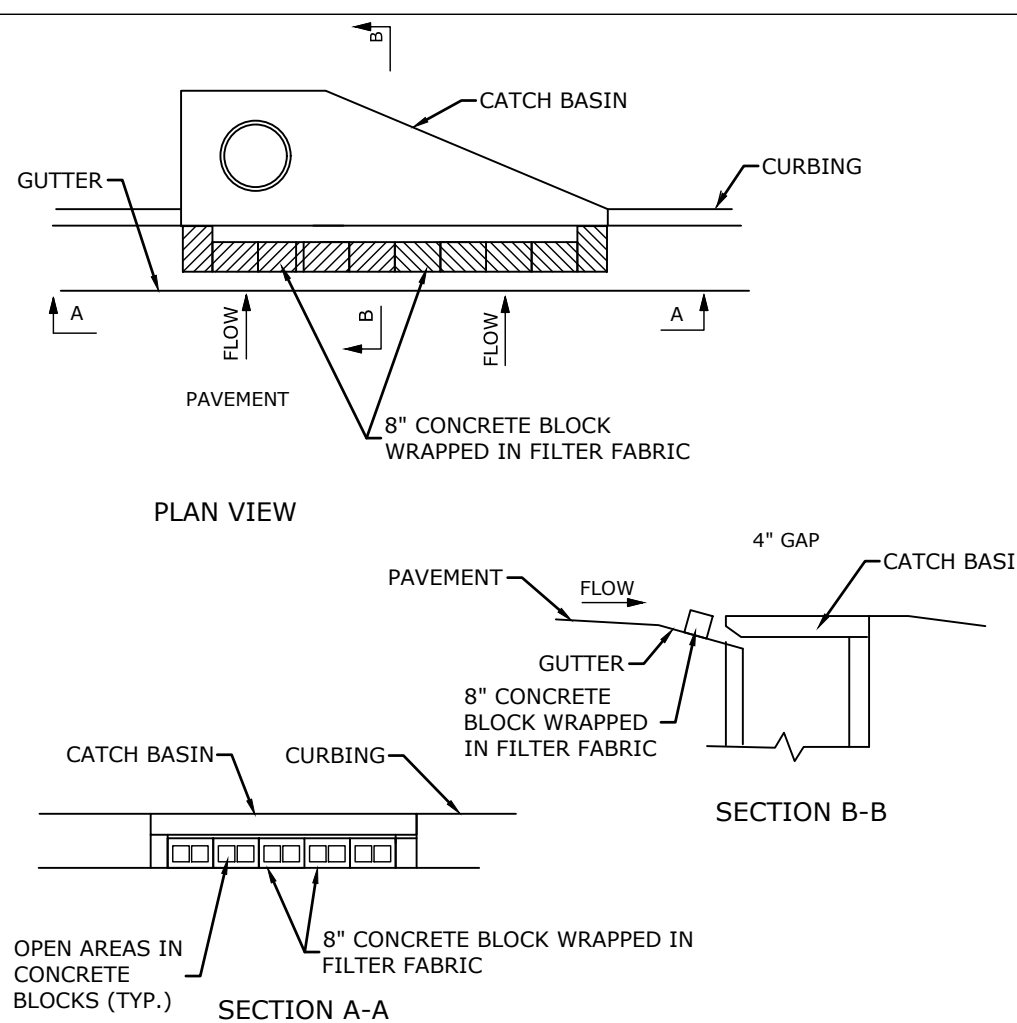
AGRICULTURAL LIME SHOULD BE APPLIED BASED ON SOIL TESTS OR AT A RATE OF 1 TO 2 TONS PER ACRE.



USE PEGS OR STAPLES TO FASTEN SOD FIRMLY - AT THE ENDS OF STRIPS AND IN THE CENTER, OR EVERY 3-4 FEET IF THE STRIPS ARE LONG. WHEN READY TO MOW, DRIVE PEGS OR STAPLES FLUSH WITH THE GROUND.

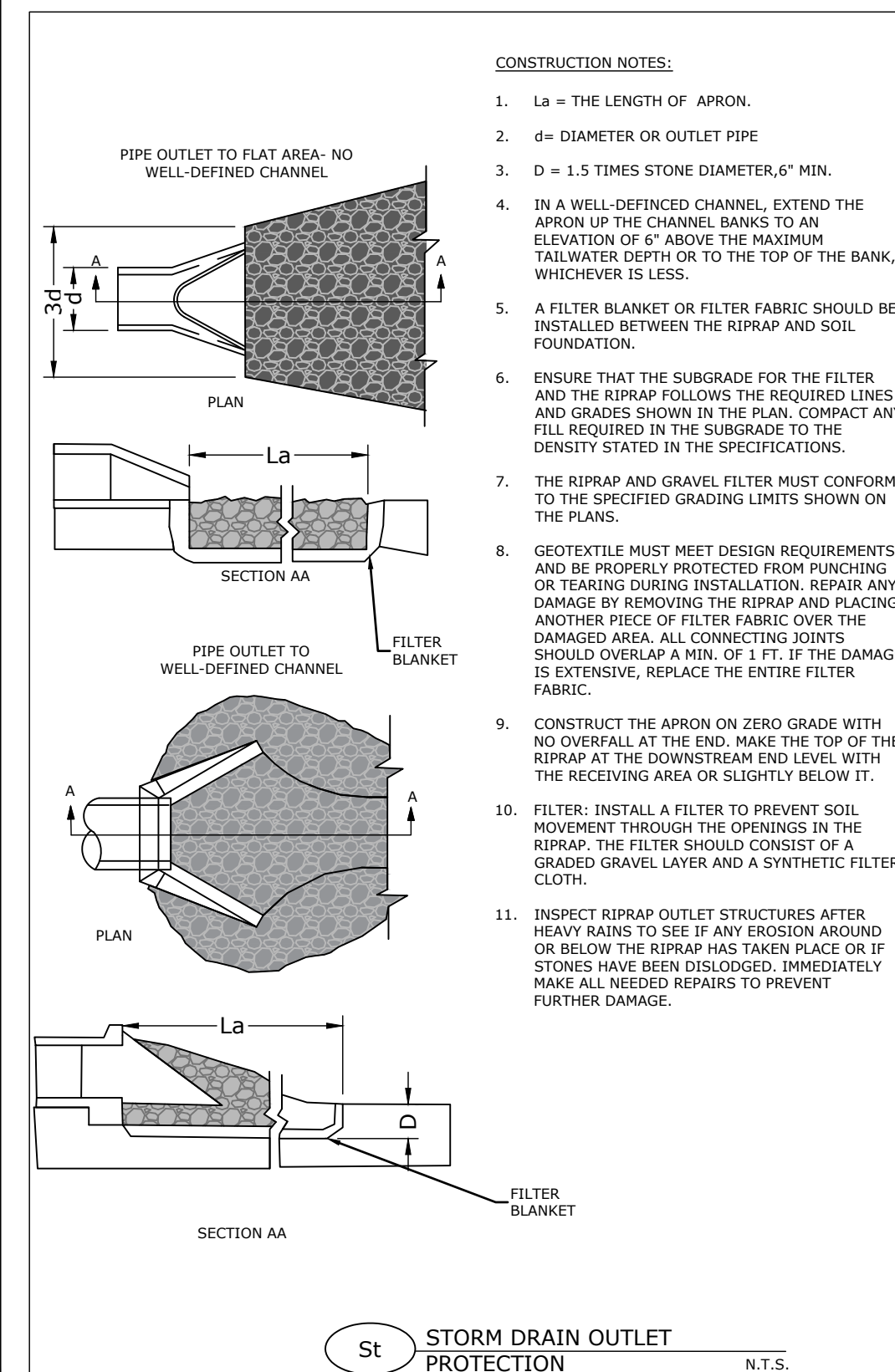


Ds-4 DISTURBED AREA STABILIZATION W/ SODDING N.T.S.



- CONSTRUCTION SPECIFICATIONS:
1. ONCE PAVEMENT HAS BEEN INSTALLED, A CURB INLET FILTER SHALL BE INSTALLED ON INLETS RECEIVING RUNOFF FROM DISTURBED AREAS.
 2. THIS METHOD OF INLET PROTECTION SHALL BE REMOVED IF A SAFETY HAZARD IS CREATED.
 3. ONE METHOD OF CURB INLET PROTECTION USES "PIGS-IN-A-BLANKET" - 8" CONCRETE BLOCKS WRAPPED IN FILTER FABRIC.
 4. THE OTHER USES GRAVEL BAGS CONSTRUCTED BY WRAPPING DOT #57 STONE WITH FILTER FABRIC, WIRE, PLASTIC MESH, OR EQUIVALENT MATERIAL.
 5. A GAP OF APPROXIMATELY 4 INCHES SHALL BE LEFT BETWEEN THE INLET FILTER AND THE INLET TO ALLOW FOR OVERFLOW AND PREVENT HAZARDOUS PONDING IN THE ROADWAY.
 6. SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE HEIGHT OF THE TRAP.
 7. SEDIMENT SHALL BE REMOVED FROM CURB INLET PROTECTION IMMEDIATELY.
 8. SEDIMENT SHALL NOT BE WASHED INTO THE INLET. IT SHALL BE REMOVED FROM THE SEDIMENT TRAP, DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLET AGAIN.
 9. WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED, ALL MATERIALS AND ANY SEDIMENT SHALL BE REMOVED, AND EITHER SALVAGED OR DISPOSED OF PROPERLY.

Sd2-P INLET SEDIMENT TRAP-CURB INLET PROTECTION N.T.S.



CONSTRUCTION NOTES:

1. La = THE LENGTH OF APRON.
2. d= DIAMETER OR OUTLET PIPE
3. D = 1.5 TIMES STONE DIAMETER,6" MIN.
4. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
5. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.
6. ENSURE THAT THE SUBGRADE FOR THE FILTER AND THE RIPRAP FOLLOWS THE REQUIRED LINES AND GRADES SHOWN IN THE PLAN. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO THE DENSITY STATED IN THE SPECIFICATIONS.
7. THE RIPRAP AND GRAVEL FILTER MUST CONFORM TO THE SPECIFIED GRADING LIMITS SHOWN ON THE PLANS.
8. GEOTEXTILE MUST MEET DESIGN REQUIREMENTS AND BE PROPERLY PROTECTED FROM PUNCHING OR TEARING DURING INSTALLATION. REPAIR ANY DAMAGE BY REMOVING THE RIPRAP AND PLACING ANOTHER PIECE OF FILTER FABRIC OVER THE DAMAGED AREA. ALL CONNECTING JOINTS SHOULD OVERLAP A MIN. OF 1 FT. IF THE DAMAGE IS EXTENSIVE, REPLACE THE ENTIRE FILTER FABRIC.
9. CONSTRUCT THE APRON ON ZERO GRADE WITH NO OVERLAP AT THE END. MAKE THE TOP OF THE RIPRAP AT THE DOWNSTREAM END LEVEL WITH THE RECEIVING AREA OR SLIGHTLY BELOW IT.
10. FILTER: INSTALL A FILTER TO PREVENT SOIL MOVEMENT THROUGH THE OPENINGS IN THE RIPRAP. THE FILTER SHOULD CONSIST OF A GRADED GRAVEL LAYER AND A SYNTHETIC FILTER CLOTH.
11. INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLOADED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

St STORM DRAIN OUTLET PROTECTION N.T.S.

SEL

SOUTHEASTERN ENGINEERING, INC.
2410 Sandy Plains Road Marietta, Georgia 30066
tel: 770-372-1936 fax: 770-372-1935
www.seengineering.com

REVISION DESCRIPTION		DATE	
No			
1			
2			
3			
4			

PROJECT OWNED/DEVELOPED BY:
CITY OF DALTON

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

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

EROSION CONTROL DETAILS

BOTANY WOODS DR SLOPE RECONSTRUCTION

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

GEORGIA REGISTERED PROFESSIONAL ENGINEER
IAN WAYNE CLARK
NO. 32190
04/22/19

ISSUED FOR:
REVIEW

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

C9.2

8m
Know what's below.
Call before you dig.

61

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: May 9, 2019

BID DATE: Wednesday, May 15, 2019

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Public Works Department (535 Elm Street, Dalton GA 30721; newer brick building with green metal roof)

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on the attached bid form.

INTERPRETATIONS:

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

1. Are there any other bid documents, or is it just the plan sheets? **The bid documents are the 12 plan sheets developed by SEI stamped on 04/22/2019, GDOT Standard Specifications, the contract which is attached, and any addenda issued on the project.**
2. Is there a formal bid form? **Yes – See attached bid form.**
3. Is it a unit price bid or a lump sum bid? **Unit price bid**
4. Will the Notice to Proceed be provided quickly? **Notice to Proceed is estimated to be issued to the awarded contractor on Tuesday, May 21st, 2019.**
5. What is the final completion date and will there be liquidated damages? **The final completion date for this project is July 31st, 2019. Liquidated damages will be assessed in the sum of \$200 for each consecutive calendar day thereafter for unfinished work until final completion is achieved. Additionally, the contractor will receive forty-five (45) calendar days to achieve substantial completion (85-90%) of the project from issuance of Notice to Proceed. Liquidated damages, under the same terms outlined above, will also be enforced on the substantial completion requirement.**
6. Does substantial Completion include the reopening of the lane? **No, the substantial completion of the project shall only require the slope to be stabilized and evidence of progress towards the reopening of the current lane closure.**

7. Notes on Trench Construction for Storm Drain Detail about says no addition payment shall be made for installation of filter fabric. This note will not be in effect since filter fabric is listed as a pay item (603-7000). Please note the requirements for the filter fabric to separate the top of the type II backfill from the native material/backfill above it.
8. Is the vendor packet required as part of the bid package submittal? No, this will be required of the awarded contractor, but it doesn't have to be included in the bid submittal. However, the E-Verify Affidavit is a requirement of the bid submittal (see attached).
9. How are we to address the communications line on the site? The City will work with the utility company to get the line relocated temporarily through the construction phase.
10. Is it a responsibility of the Contractor to remove the large boulders on the site? Can these boulders be used as fill on the site? The boulders should be removed if required to achieve the intended scope of the work, but they do not have to be removed if they do not interfere with the work to be done. The boulders can be pushed down to create an armored splash pad for the storm drain outlet.
11. Where is the construction entrance to the site to be located? See plan sheet C8.
12. Does the contract include modifications to the curb and gutter on the south side of the road? No, the City will be responsible for curb and gutter installation on the south side of the road and will coordinate with the contractor to facilitate this work prior to paving.
13. Can the displaced dirt on the site as it sits currently be used as fill? What can be used as fill on the site? Yes, the dirt on site can be used as long as the required benching is performed. All fill materials from offsite shall consist of clean soil, free of organic or deleterious materials, rocks, or broken pieces of concrete or any other foreign objects that could impede compaction results. Third party compaction testing will be performed by GeoHydro.
14. How are rain days to be addressed? The City and Contractor will mutually agree, as the project is commencing, on what will be considered rain days which result in no work being able to be performed.
15. Remove pay item number 205-0100- Construction Allowance- 937-19-082. The pay item table has been modified to removed this pay item (see attached).
16. Who performed the existing conditions survey and performed staking of the limits of disturbance and easement?

Jason Burnette
Senior Project Manager
jasonb@lasurveys.com
Lowery & Associates Land Surveying, LLC

317 Grassdale Road, Cartersville, GA 30120
(770) 334-8186 (706) 278-8955
Licensed throughout the Southeast
<http://www.lowerylandsurveys.com>

17. Can you advise why Standard 9031S is shown in addition to the detail for the pedestal inlet top? Is it your desire to use the pedestal inlet top for structure A4? Due to the wooded nature of the area, the pedestal top would be a better fit for long term maintenance. The 9031S structure will be used, but with the pedestal top detail shown on C7.1.
18. Where is the erosion control detail located for Sd2-F? Can you incorporate a detail into the plans or advise how we should handle this? For GDOT Construction Details EC6 and D-24C for additional information for Inlet Sediment Trap Sd2-F, please see the attached.
19. Please Clarify the location of the 50 SY of 12" rip rap. The 50 SY of 12 inch rip rap is at the location where the new slope ties into the existing slope. It is inadvertently labeled as 24 inch on the plans currently.
20. What bonds are required for this project? This project will only require a performance bond for 100% of the awarded contract price. This bond will only be required of the awarded bidder.

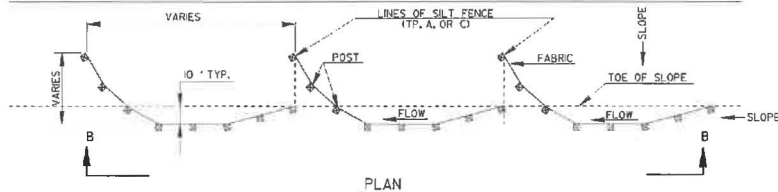
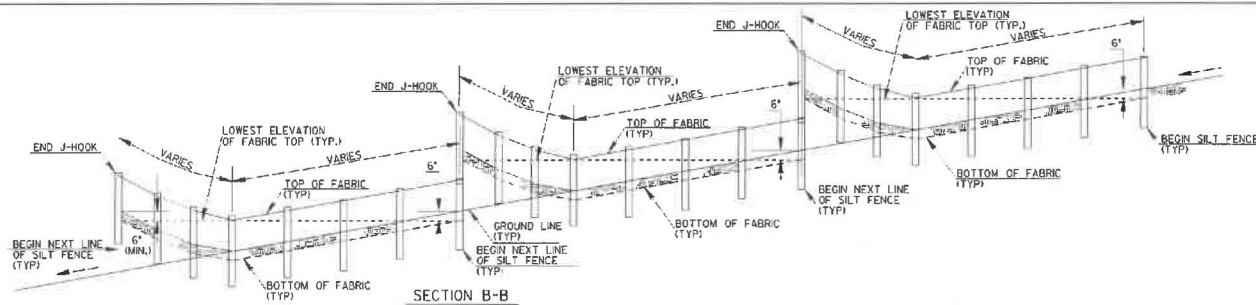
BY:

Megan Elliott
Project Engineer

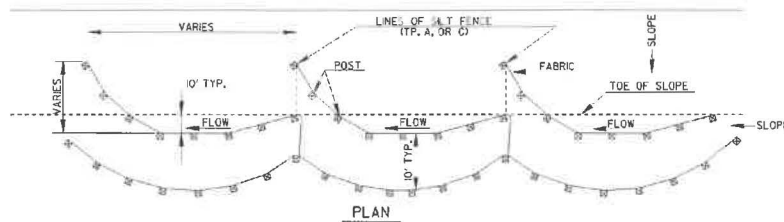
Attachments:

- Contract
- Bid Form
- E-Verify Affidavit
- Erosion Control Details

###



SINGLE ROW SILT FENCE

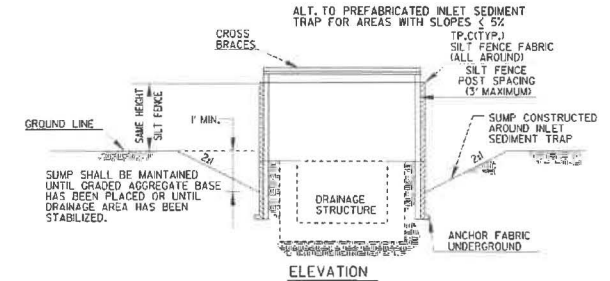


DOUBLE ROW SILT FENCE

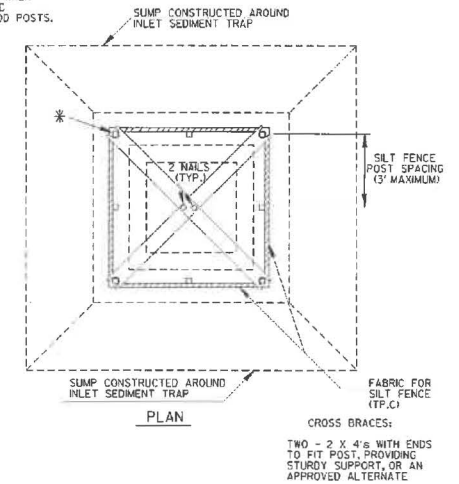
TYPICAL J HOOK SPACING		
SLOPE PERCENT	TYPE OF SILT FENCE	MINIMUM SPACING (FEET)
1% TO 2%	TYPE A	100' ±
2% TO 3%	TYPE A	50' ±
3% TO 4%	TYPE C	50' ±
4% TO 5%	TYPE C	25' ±

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

TYPICAL LOCATION AROUND DROP INLETS



* CROSS BRACING REQUIRED WHEN USING ALTERNATE TYPE C PRODUCTS WHICH USE WOOD POSTS.



NOTE:
THE DRAINAGE AREA ENTERING THE INLET SEDIMENT TRAP SHALL BE NO GREATER THAN ONE ACRE.

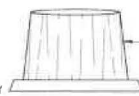
TYPICAL CONSTRUCTION SEQUENCE FOR INLET SEDIMENT TRAP ALTERNATE

- EXCAVATE APPROXIMATELY 4' TO 6' BELOW THE TOP OF THE INLET STRUCTURE.
- PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURING PROPER SEATING OF FRAME TO STRUCTURE.
- SLIDE THE FILTER OVER THE FRAME.
- FILL THE FILTER POCKETS WITH SOIL, #57 GRAVEL OR EQUIVALENT. THE FILTER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND INLET STRUCTURE.
- BACK FILL AROUND THE FRAME AND FILTER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION; HOWEVER, BACK FILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.

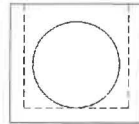
NOTE:
INLET SEDIMENT TRAP ALTERNATE SHALL BE AS APPROVED BY THE GA.D.O.T. OFFICE OF MATERIALS & RESEARCH. DETAILS & SPECIFICATIONS NOT SHOWN ARE PER THE MANUFACTURER'S REQUIREMENTS.



NON-WOVEN
FILTER COVER
(SEC. 88L2.05)



1/4" MIN. THICK
HIGH DENSITY
POLYETHYLENE
FRAME (OR APPROVED
ALTERNATE)



BASE OF FRAME
SHAPED & SIZED TO
FIT INLET TOP

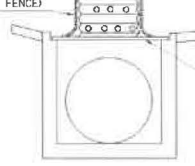
SIDE VIEW

INLET SEDIMENT TRAP - FOR DROP INLETS

(METAL ALTERNATE)

2"-0" OF 24" CMP OR SMOOTH STEEL WITH
2" MIN. DIA. HOLES AT RANDOM PATTERN
AT 6" MAX. SPACING (HOLES MAY BE TORCHED)

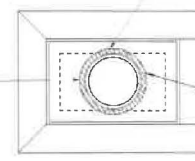
FILTER FABRIC
(AS SPECIFIED FOR
TYP. C SILT FENCE)



SIDE VIEW

NOTE:
INLET SEDIMENT TRAP AND INLET TO
BE BUILT CONTINUOUS WITH PIPE

NOTE:
PAYMENT AS INLET SEDIMENT TRAP
PER EACH



TOP VIEW

NOTE: SEE SEPARATE DETAILS
FOR SILT FENCE AROUND
DROP INLETS.

FILTER FABRIC
(AS SPECIFIED FOR
TYP. C SILT FENCE)
ALL AROUND

NOTE:
PAYMENT AS INLET SEDIMENT
TRAP PER EACH.

NOTE:
SEE SEPARATE SHEET ENTITLED "TEMPORARY SILT FENCE
DETAILS" FOR SILT FENCE ERECTION DETAILS.

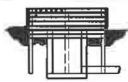
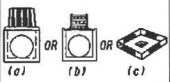
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

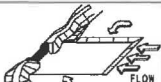
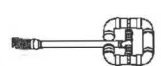
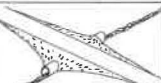
CONSTRUCTION DETAILS
TEMPORARY SILT FENCE
J-HOOK, INLET SEDIMENT TRAPS

NO SCALE

JANUARY 2011

NUMBER
D-24C
(SHEET 3 OF 4)

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

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

NOTE:

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

CONTRACT ADDENDUM

ADDENDUM NO.: 002

DATE ISSUED: May 13, 2019

BID DATE: Wednesday, May 15, 2019

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Public Works Department (525 Elm Street, Dalton, GA 30721; newer brick building with green metal roof)

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 2" on the attached bid form.

INTERPRETATIONS:

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

1. Is there a location that wood chippings can be taken and disposed of at no cost? **Yes**, disposal of clean finely ground mulch may be disposed of at the Closed Brooker Inert Landfill Facility located at 145 Raisin Way, Dalton, Ga 30721. All material should be of a high enough quality that it can be burned in a boiler for the production of power.
2. Is there a location that root balls can be taken and disposed of at no cost? **No**, unless the materials can be sheared and separated finely enough to comply with the requirements necessary to be burned in a boiler for the production of power.

BY:

Megan Elliott
Project Engineer

###

EXHIBIT “B”

CONDITIONS AND TERMS OF PAYMENT

- Contractor’s unit bid prices for work items as outlined in the specifications are:

**Bid Proposal Form - PROJECT #931-19-082
Botany Woods Drive Slope Reconstruction**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GRADING & ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL - 931-19-082	LS	1	15,850.00	\$15,850.00
210-0100	GRADING COMPLETE - 931-19-082 (Approximately 9340 CY of Fill Material)	LS	1	325,000.00	\$325,000.00
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	650	30.00	\$19,500.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	25	130.00	\$3,250.00
402-3111	RECYCLED ASPH CONC 19 MM SUPERPAVE, TYPE II, GP 1 or GP 2, INCL BITUM MATL & H LIME	TN	35	180.00	\$6,300.00
413-1000	BITUM TACK COAT	GL	20	0.01	\$0.20
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	200	17.70	\$3,540.00
643-3000	ORANGE SAFETY FENCE	LF	250	7.00	\$1,750.00
				SUB TOTAL	\$375,190.20

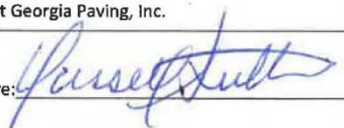
DRAINAGE ITEMS					
207-0203	FOUND BK FILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	148	160.00	\$23,680.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	2	3,500.00	\$7,000.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 - CLASS III RCP	LF	265	75.00	\$19,875.00
550-1243	STORM DRAIN PIPE, 24 IN, H 20-25 - CLASS V RCP	LF	85	125.00	\$10,625.00
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	SY	100	86.00	\$8,600.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	50	96.00	\$4,800.00
603-7000	PLASTIC FILTER FABRIC	SY	616	80.00	\$49,280.00
611-3004	RECONSTRUCT CATCH BASIN	EA	1	4,000.00	\$4,000.00
668-2105	DROP INLET, GP1, SPCL DES	EA	1	7,500.00	\$7,500.00
668-2115	DROP INLET, GP1, ADDL DEPTH, SPCL DES	LF	1	7,500.00	\$7,500.00
668-4300	STORM SEW MANHOLE, TP 1	EA	5	4,822.21	\$24,111.05
668-4311	STORM SEW MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	50	310.00	\$15,500.00
				SUB TOTAL	\$182,471.05

**Bid Proposal Form - PROJECT #931-19-082
Botany Woods Drive Slope Reconstruction**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
TEMPORARY EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	AC	0.91	550.00	\$500.50
163-0240	MULCH	TN	5	250.00	\$1,250.00
163-0300	CONSTRUCTION EXIT	EA	1	2,100.00	\$2,100.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	10	350.00	\$3,500.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	272	0.50	\$136.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE C	LF	789	0.50	\$394.50
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	10	150.00	\$1,500.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	272	7.00	\$1,904.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	789	7.00	\$5,523.00
				SUB TOTAL	\$16,808.00

PERMANENT EROSION CONTROL ITEMS					
700-6910	PERMANENT GRASSING	AC	0.76	3,500.00	\$2,660.00
700-7000	AGRICULTURAL LIME	TN	1	250.00	\$250.00
700-8000	FERTILIZER MIXED GRADE	TN	1	250.00	\$250.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	10	11.00	\$110.00
700-9300	SOD	SY	705	10.00	\$7,050.00
700-9000	PERMANENT SOIL REINFORCING MAT	SY	385	6.50	\$2,502.50
				SUB TOTAL	\$12,822.50

Company Name: Northwest Georgia Paving, Inc.

Authorized Bid Rep. Signature: 

Authorized Bid Rep. Title: President

TOTAL

\$587,291.75

- Contractor will submit monthly payment requests to the Public Works Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City's Project Engineer.

CITY OF DALTON

DALTON PROJECT NO: PW-931-19-082 BOTANY WOODS SLOPE RECONSTRUCTION

				NORTHWEST GEORGIA PAVING, INC.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 931-19-082	LS	1	\$15,850.00	\$15,850.00
210-0100	GRADING COMPLETE - 931-19-082 (Approximately 9340 CY of Fill Material)	LS	1	\$325,000.00	\$325,000.00
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	650	\$30.00	\$19,500.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	25	\$130.00	\$3,250.00
402-3111	RECYCLED ASPH CONC 19 MM SUPERPAVE, TYPE II, GP 1 or GP 2, INCL BITUM MATL & H LIME	TN	35	\$180.00	\$6,300.00
413-1000	BITUM TACK COAT	GL	20	\$0.01	\$0.20
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	200	\$17.70	\$3,540.00
643-3000	ORANGE SAFETY FENCE	LF	250	\$7.00	\$1,750.00
207-0203	FOUND BKILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	148	\$160.00	\$23,680.00
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550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 - CLASS III RCP	LF	265	\$75.00	\$19,875.00
550-1243	STORM DRAIN PIPE, 24 IN, H 20-25 - CLASS V RCP	LF	85	\$125.00	\$10,625.00
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	SY	100	\$86.00	\$8,600.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	50	\$96.00	\$4,800.00
603-7000	PLASTIC FILTER FABRIC	SY	616	\$80.00	\$49,280.00
611-3004	RECONSTRUCT CATCH BASIN	EA	1	\$4,000.00	\$4,000.00
668-2105	DROP INLET, GP1, SPCL DES	EA	1	\$7,500.00	\$7,500.00
668-2115	DROP INLET, GP1, ADDL DEPTH, SPCL DES	LF	1	\$7,500.00	\$7,500.00
668-4300	STORM SEW MANHOLE, TP 1	EA	5	\$4,822.21	\$24,111.05
668-4311	STORM SEW MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	50	\$310.00	\$15,500.00
163-0232	TEMPORARY GRASSING	AC	0.91	\$550.00	\$500.50
163-0240	MULCH	TN	5	\$250.00	\$1,250.00
163-0300	CONSTRUCTION EXIT	EA	1	\$2,100.00	\$2,100.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	10	\$350.00	\$3,500.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	272	\$0.50	\$136.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE C	LF	789	\$0.50	\$394.50
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	10	\$150.00	\$1,500.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	272	\$7.00	\$1,904.00
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700-6910	PERMANENT GRASSING	AC	0.76	\$3,500.00	\$2,660.00
700-7000	AGRICULTURAL LIME	TN	1	\$250.00	\$250.00
700-8000	FERTILIZER MIXED GRADE	TN	1	\$250.00	\$250.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	10	\$11.00	\$110.00
700-9300	SOD	SY	705	\$10.00	\$7,050.00
700-9000	PERMANENT SOIL REINFORCING MAT	SY	385	\$6.50	\$2,502.50
Base Bid Total				Total	\$587,291.75

CONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY)

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.

110560

EEV/Basic Pilot Program User Identification Number (E-VERIFY #)

Russell Smith 5/15/19
BY: Authorized Officer or Agent Date
(Contractor Name) Northwest Georgia Paving, Inc.

President

Title of Authorized Officer or Agent of Contractor

Russell Smith

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

14th DAY OF May, 2019

Karen Brown

Notary Public

My Commission Expires:
6/1/2021



* 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).

E-VERIFY AFFIDAVIT





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/20/2019

Agenda Item: Change Order 001 - Parapet Patching on the Waugh Street Bridge Header/Joint Reconstruction Project

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? No

Cost: \$14,294.08 (lump sum)

Funding Source if Not in Budget 2015 SPLOST - Bridge Maintenance Category (SP155)

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

The City is currently under contract with C.W. Matthews Contracting Co. Inc. for the reconstruction of failing headers/joints on the Waugh Street Bridge.

Existing modular rubber joints needed to be removed within the parapet walls to complete the original scope header/joint reconstruction. The unanticipated removal of the rubber joint material created voids in the parapet that required concrete patching.

The contract increase for the addition of this work is \$14,294.08.

This project and contract increase will be funded by the 2015 SPLOST - bridge maintenance category (320110-039990-SP155).

CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: Waugh Street Bridge
Header/Joint Reconstruction Project

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

Contractor (C.W. Matthews Contracting Co. Inc.) and the City of Dalton mutually agree to add supplemental work (i.e. concrete parapet patching) to the above referenced project at lump sum pricing as identified in C.W. Matthews Contracting Co. Inc.'s proposal dated 05/06/2019.

Existing modular rubber joints needed to be removed within the parapet walls to complete the original scope header/joint reconstruction. The unanticipated removal of the rubber joint material created voids in the parapet that required concrete patching.

The contract increase for the addition of this work is \$14,294.08.

No additional contract completion time was requested by contractor as part of this Change Order.

BY:

P. Andrew Parker
Assistant Public Works Director

Enclosed: Email Proposal from C.W. Matthews Contracting Co. Inc. dated 05/06/2019

Andrew Parker

From: Clayton Garland <Cgarland@cwmatthews.com>
Sent: Monday, May 06, 2019 6:46 AM
To: Andrew Parker
Cc: Adam Grist
Subject: 2474 - City of Dalton (Waugh St)

Andrew,

Good morning. Per your request, please see below for our price to perform the parapet patching at bents 2,3,6,7 and 8. This price is for both sides of the bridge. If approved, we will perform this work when we move back to the outside lanes for joint installation.

**City of Dalton - Waugh St
CWM Job # 2474
Parapet Patching**

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
	Parapet Patching	1	LS	\$ 14,294.08	\$ 14,294.08

Total Price = \$ 14,294.08

Let me know if you have any questions or wish to discuss further.

Sincerely,

Clay Garland
C.W. Matthews Contracting Company, Inc.
PO Drawer 970
Marietta GA 30061
Office:770-422-7520
Mobile:678-230-7599

Disclaimer For C.W. Matthews Contracting Co. Inc.

"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this message in error, please contact the sender and delete the material from all computers."

This original email was sent to the internet for delivery at 06 May 2019 06:46:08 -0400



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-20-19

Agenda Item: Contract with KRH Architects for City Hall Roof Repair

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$44000

Funding Source if Not in Budget Budget

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

Professional Services contract with KRH Architects for the design and management of the roof and gutter replacement at Dalton City Hall.



May 20, 2019

Mayor and Council of Dalton
300 West Waugh Street
Dalton, GA 30720

Dear Mayor and Council,

Please accept this as the recommendation to retain the services of KRH Architects to assist the City in the design and management of a project to replace the roof material and gutters at Dalton City Hall. Architect Kenneth Harless is the lead for KRH on this project. The fees for services are calculated at 6 percent of the project budget, for an estimated cost of \$44,000. In addition, this is a recommendation to authorize the Mayor to sign the contract with KRH.

Please see the attached contract.

Sincerely,

Jason Parker
Dalton City Administrator

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20 day of May in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

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

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Remove and replace slate roof with manufactured tile, new gutters and down spouts.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Existing Dalton City Hall roof consist of a natural slate roof. The roof is failing and in need or repair / replacement.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$734,063

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

RFP - 3/29/19 Award to Contractor - 5/20/19

.2 Construction commencement date:

June 4, 2019

.3 Substantial Completion date or dates:

July 26, 2019

.4 Other milestone dates:

Final Completion 8/09/19

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Request for Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dennis Mock, Mayor, City of Dalton
300 West Waugh Street, Dalton, GA 30720

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Jason Parker, City Administrator, City of Dalton

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

NA

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kenneth R. Harless

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	

§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

Init.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

NA

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$100 per hour for Architect

\$85 per hour for Project Manager

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	10	%)
Design Development Phase	Twenty	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Architect	100
Project Manager	85

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services

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and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Architects Inc. dated 5/17/19.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

NA

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[NA] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[NA] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Dennis Mock, Mayor
(Printed name and title)

ARCHITECT (Signature)

Kenneth R. Harless, President
(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:51:02 ET on 05/18/2019.

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AGREEMENT made as of the 20 day of May in the year 2019

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

...

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

...

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

PAGE 2

Remove and replace slate roof with manufactured tile, new gutters and down spouts.

...

Existing Dalton City Hall roof consist of a natural slate roof. The roof is failing and in need or repair / replacement.

...

\$734,063

PAGE 3

RFP - 3/29/19 Award to Contractor - 5/20/19

...

June 4, 2019

...

July 26, 2019

...

Final Completion 8/09/19

...

Request for Proposals

...

NA

...

Dennis Mock, Mayor, City of Dalton
300 West Waugh Street, Dalton, GA 30720

...

Jason Parker, City Administrator, City of Dalton

PAGE 4

NA

...

Kenneth R. Harless

...

NA

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00) in the aggregate.

PAGE 12

NA

...

NA

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Eight (8) visits to the site by the Architect during construction

...

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

PAGE 14

- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 19

NA

...

NA

PAGE 20

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

NA

PAGE 21

NA

...

\$100 per hour for Architect
\$85 per hour for Project Manager

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>30</u>	%)

...

<u>Architect</u>	<u>100</u>
<u>Project Manager</u>	<u>85</u>

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

...

NA

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly

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Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Architects Inc. dated 5/17/19.

...

NA

...

[NA] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[NA] Other Exhibits incorporated into this Agreement:

...

Dennis Mock, Mayor

Kenneth R. Harless, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:51:02 ET on 05/18/2019 under Order No. 3964806123 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-20-19

Agenda Item: Acceptance of RFP From All Roof Solutions to Replace Roofing Material at City Hall

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$734,063.00

Funding Source if Not in Budget Budgeted

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

Acceptance of Low Bid to replace the failed roof shingle and gutter system at Dalton City Hall, and authorization for Mayor to sign contract approved by City Attorney.



May 20, 2019

Mayor and Council of Dalton
300 West Waugh Street
Dalton, GA 30720

Dear Mayor and Council,

Please accept this as the recommendation to accept the lowest priced proposal offered by All Roof Systems, Inc. to replace the roofing material at Dalton City Hall. This work consists of removing and disposing of the existing roof tiles; replacing any damage plywood roof decking; covering the entire roof with a waterproof underlayment membrane, and applying new EcoStar Majestic Synthetic Slate Tiles. In addition, this project includes replacement of the current roof drainage system with appropriately sized gutters and downspouts that connect to the existing in-ground drainage system. All old roofing material and gutters will be recycled.

The City advertised for proposals through an RFP process, and received two bids. After evaluation of the bids using predetermined criteria, and checking previous work references, we recommend the low bid of \$734,063.00 submitted by All Roof Systems.

The following pages include the RFP evaluations; All Roof Systems' project plan, and other supporting material.

Best Regards,

A handwritten signature in black ink that reads "Jason Parker". The signature is written in a cursive, flowing style.

Jason Parker
Dalton City Administrator

Jason Parker

From: Austin King <aking@krharchitects.com>
Sent: Friday, May 3, 2019 3:39 PM
To: Jason Parker
Cc: 'Kenneth Harless'
Subject: Dalton City Hall Roof - Proposal Evaluation & Summary of Proposals Form
Attachments: Summary of Proposals Form.pdf; Proposal Evaluation Form.pdf

Jason,

See attached Proposal Evaluation and Summary of Proposals Form for the Dalton City Hall Roofing Project. Please let us know if you have any questions.

Thanks,

Austin King
Construction Administrator
KRH Architects
855 Abutment Road, Suite 4
Dalton, Ga. 30720
706.278.4242

Dalton City Hall - Roof Renovations



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

~~K R H ARCHITECTS~~

Proposal Criteria Evaluation Form

April 25, 2019

No.	Proposer	Prior Experience	Lump Sum Price	Contractor's History	Total Points Awarded
	Maximum Points per Criteria	45	45	10	
1	All Roofing Solutions	45	\$734,063.00 45	10	100.0
2	Skyline Construction Services, Inc.	45	\$820,000.00 39.74	10	94.7
3	Strategic Roofing Solutions, LLC				Did not turn in a bid
6	Tera-Systems				Did not turn in a bid



Summary of Proposals
April 25, 2019

Dalton City Hall
Roof Replacement

No.	Contractor	Bid Bond	Base Proposal Price	Addendum #1 Received	Addendum #2 Received
1	All Roof Solutions	Yes	\$734,063.00	Yes	Yes
2	Skyline Construction Services, Inc.	Yes	\$820,000.00	Yes	Yes
3	Strategic Roofing Solutions, Inc.		Did not turn in a bid		
4	Tera-Systems		Did not turn in a bid		

The above represents the prices received from general contractors on April 25, 2019 for the
Roof Replacement for Dalton City Hall.

RECEIVED BY R.S.

APR 25 2019
1.57P

ROOF REPLACEMENT FOR THE: DALTON CITY HALL

Prepared for the:
CITY OF DALTON



By:
KRH Architects Inc.
855 Abutment Road
Suite 4
Dalton, GA 30721


KRH ARCHITECTS

Table of Contents.

Exhibit A: Contractors Qualification Statement and Questionnaire.

Exhibit B: Proposal Form

Exhibit C: Bid Bond

Exhibit D: City of Dalton Vendor Packet

Exhibit E: Scope and Overview of Project (includes Eagleview Satellite report)

Exhibit F: Safety and Health Plan

Exhibit G: Payment Bond

Exhibit H: Performance Bond

Exhibit I: Addendum 1 and 2

Exhibit J: EcoStar Approved Applicator Letter

Exh A

SECTION 00030 - CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

EXHIBIT "A"

NAME OF PROJECT: ROOF REPLACEMENT FOR DALTON CITY HALL

NAME OF OWNER: THE CITY OF DALTON

NAME OF PROPOSED

CONTRACTOR:

All Roof Solutions, Inc.

(The "Contractor")

I. INSTRUCTIONS

- A. ALL QUESTIONS ARE TO BE ANSWERED IN FULL, WITHOUT EXCEPTION. IF COPIES OF OTHER DOCUMENTS WILL ANSWER THE QUESTION COMPLETELY, THEY MAY BE ATTACHED AND CLEARLY LABELED. IF ADDITIONAL SPACE IS NEEDED, ADDITIONAL PAGES MAY BE ATTACHED AND CLEARLY LABELED.
- B. THE OWNER, THE CITY OF DALTON (HEREINAFTER "OWNER"), ITS AGENTS AND REPRESENTATIVES, SHALL BE ENTITLED TO CONTACT EACH AND EVERY REFERENCE LISTED IN RESPONSE TO THIS QUESTIONNAIRE, AND EACH ENTITY REFERENCED IN ANY RESPONSE TO ANY QUESTION IN THIS QUESTIONNAIRE. THE CONTRACTOR, _____, (HEREINAFTER "CONTRACTOR"), BY COMPLETING THIS QUESTIONNAIRE, EXPRESSLY AGREES THAT ANY INFORMATION CONCERNING THE CONTRACTOR IN POSSESSION OF SAID ENTITIES AND REFERENCES MAY BE MADE AVAILABLE TO THE OWNER.
- C. ONLY COMPLETE AND ACCURATE INFORMATION SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR HEREBY WARRANTS THAT, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THE RESPONSES CONTAINED HEREIN ARE TRUE, ACCURATE, AND COMPLETE. THE CONTRACTOR ALSO ACKNOWLEDGES THAT THE OWNER IS RELYING ON THE TRUTH AND ACCURACY OF THE RESPONSES CONTAINED HEREIN. IF IT IS LATER DISCOVERED THAT ANY MATERIAL INFORMATION GIVEN IN RESPONSE TO A QUESTION WAS PROVIDED BY THE CONTRACTOR, KNOWING IT WAS FALSE, IT SHALL CONSTITUTE GROUNDS FOR IMMEDIATE TERMINATION OR RESCISSION BY THE OWNER OF ANY SUBSEQUENT AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR. THE OWNER SHALL ALSO HAVE AND RETAIN ANY OTHER REMEDIES PROVIDED BY LAW.
- D. IF THERE ARE ANY QUESTIONS CONCERNING THE COMPLETION OF THIS FORM, THE CONTRACTOR IS ENCOURAGED TO CONTACT THE PROJECT ARCHITECT,
- E. THE COMPLETED FORM SHALL BE SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

- F. THIS FORM, ITS COMPLETION BY THE CONTRACTOR, AND ITS USE BY THE CONTRACTOR, AND ITS USE BY THE OWNER, SHALL NOT GIVE RISE TO ANY LIABILITY ON THE PART OF THE OWNER TO THE CONTRACTOR OR ANY THIRD PARTY OR PERSON.

II. GENERAL BACKGROUND

- A. CURRENT NAME AND ADDRESS OF CONTRACTOR:

All Roof Solutions Commercial, Inc.
3700 Kennesaw S. Ind. Parkway
Kennesaw, GA 30144

- B. PREVIOUS NAME OR ADDRESS OF CONTRACTOR, IF ANY:

All Roof Solutions Inc.
3700 Kennesaw S. Ind. Parkway
Kennesaw, GA 30144

- C. CURRENT PRESIDENT OR CHIEF

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ROOF REPLACEMENT FOR DALTON CITY HALL**

EXECUTIVE
OFFICER: Roger Morlan
Years in that position 13

- D. NUMBER OF EMPLOYEES: 19
(Permanent)

- E. NAME AND ADDRESSES OF CURRENT AFFILIATED COMPANIES (PARENT, SUBSIDIARY, DIVISIONS):

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

III. FINANCIAL STATUS

- A. PLEASE ATTACH FINANCIAL STATEMENTS FOR THE PAST THREE

YEARS FOR WHICH THEY ARE COMPLETE. IF SUCH STATEMENTS ARE NOT AVAILABLE, PLEASE FURNISH THE FOLLOWING INFORMATION:

1. LAST COMPLETE FISCAL YEAR:

a. Revenues (Gross) 7,275,401
b. Expenditures (Gross) 4,275,240
c. Overhead & Admin.
Cost (Gross) 2,379,778
d. Profit (Gross) 3,000,161

2. YEAR PRIOR TO "1" ABOVE:

a. Revenues (Gross) 7,333,298
b. Expenditures (Gross) 5,400,246
c. Overhead & Admin.
Cost (Gross) 2,015,289
d. Profit (Gross) 1,933,052

3. YEAR PRIOR TO "2" ABOVE:

a. Revenues (Gross) 7,985,155
b. Expenditures (Gross) 5,980,148
c. Overhead & Admin.
Cost (Gross) 1,697,866
d. Profit (Gross) 2,005,007

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

No

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

No

C. LOANS

1. Is this Contractor currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? (If yes, specify details, circumstances, and prospects for resolution).

No

D. BONDING

1. What is the Contractor's current bonding capacity with a contract surety company?

3 million

2. Please identify the Contractor's surety company and the current line of bonding credit that company has extended to the Contractor.

BB&T

3. Please give the name, address, and telephone number of your current surety agent or underwriting contact.

n/a - previous company no longer used

4. Have Performance or Payment Bond claims ever been made to a surety for Contractor on any project, past or present?

no

5. If the answer to (4) is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.

na/

6. In the past five years, has any surety company refused to bond the Contractor on any project? (If answer is yes, specify the reasons given for such refusal, and the name and address of the surety company that refused to bond).

no

7. In the past five years, has any surety company refused to bond the Contractor's parent, or subsidiaries, on any project? (If answer is yes, please specify the reasons given for such refusal, and the name and address of the surety company that refused to bond).

no

E. MERGERS AND ACQUISITIONS

1. State whether or not the Contractor has been the subject of a corporate merger within the preceding three years. If so, please identify all parties to such merger, provide the date of same, and a brief description of the transaction.

No

2. State whether or not the Contractor has acquired any other companies or entities in the preceding three years. If so, please identify all companies or entities acquired, provide the date of acquisition, and a brief description of the business of the company or entity acquired.

No

IV. PROPOSED PROJECT PERSONNEL

A. PROPOSED PROJECT MANAGER

1. List the name, qualifications and background of your proposed project manager for this Project. (Include the names and addresses of companies he/she has been affiliated with in the last five years).

John Hill

All Roof Solutions 14 years

2. List at least three projects, by size, type and duration, that the proposed project manager has supervised in the last five years for the Contractor, or for any other company.

Blakely Corners Shopping center \$100 K Roofing and Metal
Lutheran church Of the Ascension \$100 K EcoStar Metal

B. PROPOSED SUPERINTENDENT

1. List the qualifications and background of your proposed job superintendent (if different than the project manager) and include the names and addresses of any companies he/she has been affiliated with in the last five years.

Brad Hamby
Hamby Co
246 Hanlin Road
Dallas, GA 30132
20 years of roofing with Metal Fabrication , Certified by GAF , Eco Star

2. List at least three projects, by size, type, and duration, that the proposed job superintendent has supervised in the last five years for the Contractor, or for any other company.

Sawnee Electric - \$150 k Metal TPO
Atlanta Botanical- 3 months \$218 k Metal EcosStar TPO
Lutheran Church of the Ascension 100k EcoStar Metal
Peachtree Station \$350 k Metal TPO

V. COMPANY EXPERIENCE - SIMILAR PROJECTS

- A. List all projects of reasonably similar nature, scope, and duration (similar to the Owner's Project) performed by your company in the last seven years, specifying, where possible, the name and last known address of each owner of such projects. Attach separate list if required.

Lutheran Church of the Ascension - 4000 Roswell Road, Atlanta, GA 30342
- Clara Smith 678-438-1756
Atlanta Botanical Gardens (Childrens Garden Restrooms) - 1345 Piedmont Ave, Atlanta, GA
- Jason Allinson (Genoa Construction) 678-595-8391
Mary Holcomb Residence - 26 Huntington Road SW, Rome, GA 30165
Shaw Residence - 10 Club Drive, Rome, GA 30161

- B. Of the projects listed in response to Subsection (A), identify any which was the subject of a substantial claim or lawsuit by, or against, the Contractor. Please identify in your response the nature of such claim or lawsuit, the court in which the case was filed, and the details of its resolution.

none

VI. LEGAL PROCEEDINGS

A. ARBITRATIONS

List all construction arbitration demands filed by, or against, the Contractor in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

N/A

B. LAWSUITS

List all construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Contractor in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

N/A

C. OTHER PROCEEDINGS

1. Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years concerning any labor practices of the Contractor. Identify the nature of any proceeding and its ultimate resolution.

N/A

2. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years. Identify the nature of any proceeding and its ultimate resolution.

N/A

3. Identify any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department,

concerning the tax liability of the Contractor (other than audits) in the last seven years. Identify the nature of any proceeding and its ultimate resolution.

N/A

4. Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? (If the answer is yes, please attach a complete and detailed report of the facts and circumstances concerning all such proceedings or investigations with your responses to this Questionnaire)

N/A

VII. REFERENCES

(ALL REFERENCES MUST BE CURRENT, I.E., ENTITIES WITH WHOM YOU HAVE DONE BUSINESS IN THE PRECEDING TWELVE MONTHS.)

D. OWNERS

Project #1

Name: Sawnee EMC

Location: Cumming, GA

Contract Price: \$139,820.00

Owner: Sawnee EMC

Address: 543 Atlanta Hwy

City/State: Cumming, GA

Contact: Ryan Satterfield – Vice President

Phone: 770-455-1583

Arch/Eng: na

Contact/Phone:

Project #2

Name: Kennesaw Marketplace

Location: Kennesaw, GA

Contract Price: \$364,580.00

Owner: Fuqua Development (prev owner)

Address: 3575 Piedmont Road Nw

City/State: Atlanta, GA

Contact: Leilani Jones

Phone: 404-883-4858

Arch/Eng: Ordner Construction

Contact/Phone: Adam Moore (PM) 678-380-7111

Project #3

Name: North Cobb Christian School

Location: Kennesaw, GA

Contract Price: \$236,795.00

Owner: North Cobb Christian School

Address: 4500 Eagle Drive

City/State: Kennesaw, GA 30144

Contact: Jeremy Hawkins

Phone: 706-260-6290

Arch/Eng: na

Contact/Phone:

Project #4

Name: Atlanta Botanical Gardens

Location: Atlanta, GA

Contract Price: \$218,639.00

Owner: Atlanta Botanical Gardens

City/State: Atlanta, GA

Contact: na

Phone:

Arch/Eng: Genoa Construction

Contact/Phone: Jason Allinson 678-385-2612

VIII. **COMMENTS** Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

Ecostar Verified with Inspection Ratings of "10"

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner or its designated representative.

Dated April 25, 2019.

CONTRACTOR:

By: [Signature]

Title: President

Date: 4/25/19

Sworn to and subscribed
before me this 25th day of April, 2019.

[Signature]
Notary Public

My Commission Expires 07/31/2021

Beverly M Chalmers
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires 07/31/2021

Exh. B

SECTION 00080 - PROPOSAL FORM

EXHIBIT "B"

NAME OF PROJECT: ROOF REPLACEMENT FOR DALTON CITY HALL
NAME OF OWNER: THE CITY OF DALTON

NAME OF PROPOSED CONTRACTOR: All Roof Solutions Inc
(The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from contractors for the: "Roof Replacement for Dalton City Hall", located at 300 West Waugh St. Dalton, GA 30720 (the "Project").

This Proposal is submitted in response to the City's Request for Proposals dated 3/28/19.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the Contract Documents. The submission of this Proposal constitutes a representation by the Contractor that it has carefully studied and examined all of the Contract Documents dated 3/28/2018 furnished by KRH Architects Inc. (the "Architect") and such other information as may have been furnished by the City or the Architect including Addendum/Addenda No. 1(one) and 2 (two). Contractor further represents that it has no knowledge of any ambiguities, errors, omissions or other inaccuracies in any of the Contract Documents or other material furnished by the City or Architect in connection with the Project.

Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

Contractor acknowledges that the Contract Documents specifically provide for the assessment of liquidated damages against Contractor in the event of unexcused delay in achieving Substantial Completion or Final Completion of the work. The liquidated damages to be assessed in the event of unexcused delay in achieving Substantial Completion are \$ 200.00 per calendar day. The liquidated damages to assessed in the event of unexecuted delay in achieving Final Completion of the Work are \$ 100.00 per calendar day. The terms and conditions of liquidated damages provisions set for in the Contract Documents are herein incorporated by reference. The

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ROOF REPLACEMENT FOR DALTON CITY HALL

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

A. Base Proposal

The Contractor proposes to fully and completely construct the Project in conformity with all requirements of the Contract Documents and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of

Seven Hundred Thirty Four Thousand Sixty Three Dollars

(\$ 734,063.00).

B. Unit Price Proposal (Quantity Allowances)

The Contractor proposes the following Allowance/Unit prices as described in sections 01020, 01026. The total allowance for each item must be calculated from the quantities specified in Section 01020 (entered below) and the contractor's proposed Unit Price. Please reference section 01020 for complete description of work for each item. **All allowances shall be included the Contractor's Lump Sum Pricing.**

<u>Item #</u>	<u>Description</u>	<u>Allowance Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Allowance</u>
1.	Remove and replace one 4x8 sheet of 3/4" plywood decking.	<u>25</u>	E.A.	<u>\$ 70.00</u>	\$ 1,750.00
<u>TOTAL QUANTITY ALLOWANCES</u>					<u>\$1, 750.00</u>

C. Contingency Allowances:

1. Contingency Allowance \$ 25,000.00

TOTAL CONTINGENCY ALLOWANCES **\$ 25,000.00**

BE SURE TO TOTAL AND INCLUDE ALL ALLOWANCES IN YOUR LUMP SUM PRICE!

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ROOF REPLACEMENT FOR DALTON CITY HALL

Allowances and unit prices shall be used for unforeseen conditions above and beyond the work included in the contract documents.

The unit prices set forth herein shall be binding and shall become a part of the contract. The Contractor declares that it understands that the quantities shown, for unit price items, are approximate only and are subject to either increase or decrease, and that should the quantities of any of the items of the work be increased, the Contractor proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the unused balance will be deducted from the contractor's lump-sum. The Contractor also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities and that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the contract amount by direct increase or decrease. The unit prices set forth herein include all general conditions, overhead, profit and other compensation of every kind and nature associated with the unit price work.

Attached hereto, and incorporated herein as part of this Proposal, Contractor submits a completed Contractor's Qualification Statement. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e, physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and

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ROOF REPLACEMENT FOR DALTON CITY HALL

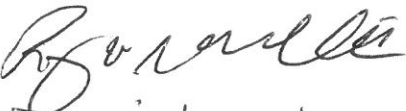
Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

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

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

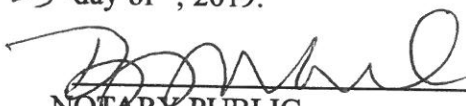
CONTRACTOR:

By:



Title: President

Sworn and subscribed to before me this
25th day of April, 2019.


NOTARY PUBLIC

Commission Expiration: 07/31/2021

Beverly M Chalmers
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires 07/31/2021

Roof Replacement for:
Dalton City Hall

SECTION 00130

Exh. C

SECTION 00130 – Bid Bond

EXHIBIT “C”

NAME OF PROJECT: ROOF REPLACEMENT FOR DALTON CITY HALL
NAME OF OWNER: THE CITY OF DALTON

**NAME OF PROPOSED
CONTRACTOR:**

all Roof Solutions Inc.
(The “Contractor”)

KNOW ALL MEN BY THESE PRESENTS that
The Hartford
_____, as Surety (the “Surety”), and All Roof Solutions Inc., as
Principal (the “Contractor”) are held and firmly bound unto the City of Dalton (the “City”), pursuant to the terms
and conditions of this Bond (the “Bid Bond”) as set forth herein:

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal
for the construction by Contractor of the: “Roof Replacement for Dalton City Hall”, located at 300 West Waugh St.
Dalton, GA 30720 (the “Project”).

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

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

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

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the
authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and
deliver same.

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement
of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set
forth at length. If any provision of this Bid Bond conflicts with any applicable

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF BENEFITS.

WITNESS the following signature(s) and seal(s) this

day of 4/25, 2019.

If Indemnitor is a PARTNERSHIP, CORPORATION or LLC:

Witness (witness should not be related to signor)

Printed Name:

Signature:

Witness

(witness should not be related to signor)

Printed Name:

Signature:

Name of Firm/Corporation

Printed Name:

Printed Title

Signature

Name of Firm/Corporation

Printed Name:

Printed Title:

Signature:

All Roof Solutions, Inc. (Seal)

Roger Morlan

Owner

[Signature]

If Indemnitor is INDIVIDUAL (need Social Security)

Witness (witness should not be related to signor)

Signature:

Print name:

Indemnitor signature

Printed name

Social Security Number:

If Indemnitor is INDIVIDUAL (need Social Security)

Witness (witness should not be related to signor)

Signature:

Print name:

Indemnitor signature

Printed name

Social Security Number:

If Indemnitor is INDIVIDUAL (need Social Security)

Witness (witness should not be related to signor)

Signature:

Print name:

Indemnitor signature

Printed name

Social Security Number:

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

ESTIMATOR: John Hill
(678) 945-0030 (office)
john@allroofsolutions.com

TO: City of Dalton
P.O. Box 1205
Dalton, GA 30722

CONTACT: Finance Department
CITY OF DALTON
Dalton, GA 30722
(706) 278-6006 (office)
(706) 277-4640 (fax)

Exh E



04/23/2019

City of Dalton - City Hall - ECOSTAR EXHIBIT E

PROJECT: PRJ #326: City of Dalton - City Hall - ECOSTAR
ADDRESS: City of Dalton - City Hall 300 West Waugh Street, Dalton, GA 30720



For the indicated dollar amounts, we hereby propose to provide the following scope of services:

1. Areas, sections and/or buildings included within this proposal: EcoStar Majestic Slate Roof System

2. Existing Conditions

- Take off existing slate materials down to deck and properly remove or recycle of all materials from property.
- Number of roofing systems to be removed is (1).

3. Deck Preparation / Remediation / Replacement

- Existing decking will be inspected prior to EcoStar installation.
- Existing decking will be inspected after existing roofing system is removed. Repairs will be made to decking as necessary according to good and standard roofing practices.
- 25 pieces of 4' x 8' x 3/4" plywood have been included in this proposal.
- Decking replacement and/or remediation will be at an additional cost of \$70 per sheet if more than the allotted amount is required.

4. Underlayment - Base Layer

- Glacier Guard 100
 - Install Glacier Guard across the entire roof including valleys, vent stacks, eaves, rake edges, hips, ridges and protrusions. Gold Star Warranty* application requires the use of Glacier Guard.

5. Metal Edging - Eave and Rakes

- Edge Metal
 - Install metal edging at eaves and rake edges. Any corrosion resistant metal edging is acceptable. Copper and stainless steel are recommended. It should be noted that EcoStar Warranties do NOT cover metal flashing.



6. Tiles - Starter Row

• Starter Row

- Install a starter row of tiles with two nails per tile (in location shown on tiles). 1 1/2" (38 mm) long stainless steel ring shank roofing nails are recommended. Gold Star Warranty* application requires the use of EcoStar Ring Shank Fasteners. Maintain a minimum 3/8" (10 mm) gap between starter tiles.

7. Tiles - Field Tiles

• Field Shingles

- The initial layer of tiles becomes the starter row. This layer will be completely covered by the next row to be installed. When the first course of tile is installed, tiles must be offset half a tile to cover the nails from the previous row. A minimum of 3/8" (10 mm) is required between tiles and and protrusions.
- As the tiles are installed up the roof, the tile must be cut at rake edges, valleys and projections. The tiles may be cut using a straight edge and a utility or roofing knife. Once the tile has been scored with a knife it can be snapped along the scored line.
- As the tiles are installed up the slope of the roof, the installation should be constantly checked from the ground to ensure there is no patterning developing and proper blending is occurring. Gold Star Warranty* application requires that the Authorized Applicator correct any blending problems prior to issuance of the warranty.
- Color to be chosen by Client:
 - ☐ Black ☐ Midnight Gray ☐ Federal Gray ☐ Smoke Gray ☐ Earth Green
 - ☐ Stone Red ☐ Mountain Plum ☐ Cedar Brown ☐ Chestnut Brown ☐ Sage Green
 - ☐ Driftwood
- All clean-up done on a daily basis, gutters to be cleaned out and a three-foot magnet run around the building to pick up any nails.



8. Tiles - Hip and Ridge Tiles

- Hip and Ridge Tiles

- When all tiles have been applied to the roof slopes, the pre-formed Majestic Slate Hip & Ridge tiles are applied to all hips and ridges. Majestic Slate Hip & Ridge tiles are always installed with a 6" (152 mm) exposure with two 2" (51 mm) or 2 1/2" (64 mm) nails per tile.

9. Ventilation

- Ventilation

- Existing ventilation to remain.

10. Vertical Walls - Cupola

- Cupola Walls

- Install tiles on vertical walls of the cupola(s) in the same location of previously removed tiles.

11. Metal Flashing & Trim

- Flashing

- Install Step Flashing at walls.
- Install Transition Flashing at all vertical walls.
- If existing siding is rotting or brittle further repairs may be required after roof completion. ARS is not responsible for pre-existing damage.

12. Shingle Roof Accessories

- Plumbing Vents

- Remove and install new pipe boots at pvc plumbing vents.

- Metal Exhaust Vents

- Reuse existing metal vents.



13. EcoStar Shingle System - Warranty Terms

A standard 50-year Limited Material Warranty is offered at no extra charge with the purchase of an EcoStar roof. To ensure your EcoStar roof will perform at its best, consider the benefits of our transferable 50-Year Gold Star Limited Labor & Material Warranty.

- 50-Year Limited Material Warranty

- COVERAGE Covers the performance of products purchased from EcoStar.
- PRORATION Prorated after the first year.
- INSTALLATION The purchase of an EcoStar roof includes this warranty; no contractor training required.
- INSPECTION No inspection is required.
- COST Free; contractor or homeowner fills out the Material Only Warranty Form and submits to EcoStar.

14. Gutters and Downspouts

- Gutters

- Existing gutters to remove and recycled.
- Install new gutters 22-gauge medium or dark bronze Galvalume to perimeter of roof as indicated.
- Gutters style to be commercial 6" box.

- Downspouts

- Existing downspouts to removed and recycled.
- Install new 4" round downspouts as needed to properly drain gutter system.
- Downspout to terminate with elbow at grade level.

- General

- All metal colors to be chosen from metal standard color chart.

15. Contingency Allowance

- Contingency Allowance: \$25,000.00 *INCLUDED in lump sum price!



16. Notes

- All clean-up done on a daily basis, gutters to be cleaned out and a three-foot magnet run around the building to pick up any nails.
- This estimate includes all lifting, hoisting, and staging of materials.
- Material pricing is good for 90 days.
- This estimate includes clean-up of all debris resulting from this scope of work.
- All Roof Solutions to provide dumpster on site for proper waste disposal.
- *This proposal is based on drawings:
 - ARCHITECT: KRH Architects
 - DATED: 03/28/2019
- *This proposal is based on site visit:
 - DATE: 04/10/2019

17. Exclusions

- EXCLUSIONS – This estimate does not include any items that are not listed above. This estimate DOES NOT SPECIFICALLY INCLUDE THE FOLLOWING ITEMS:
 - Specialty Insurance Riders – Waiver of Subrogation, Completed Operations
 - Mechanical, electrical, or plumbing work
 - Downspout to drainage pipe connections
 - Awnings
 - Metal canopies or metal roofing of any kind
 - Wood repair needed other than decking as estimated.

18. Safety Plan

- All Roof Solutions to follow job specific safety plan ***SEE EXHIBIT F**

19. Payment Terms

- PAYMENT TERMS:
 - Payment as per terms in request for proposals.



Cost for above scope is as follows:

Roofing Materials and Labor - \$734,063.33	
Total Project Cost	\$734,063.33

Yes ☐ No ☐ Initial _____

20. Additional Alternate Pricing

• Faux Ridge Vent:

- The use of EcoVent can help achieve a faux ridge vent and improves the aesthetic appearance of the roof system.
- EcoVent must be installed before installing the Majestic Slate Hip & Ridge.
- When installing over ridge vent, Hip & Ridge tiles are installed with 2 1/2" (64 mm) nails.

Gold Star Warranty* covers EcoStar EcoVent if used.

Cost for alternate pricing is as follows:

Faux Ridge Vent - \$700.00	
Add Additional Amount	\$700.00

Yes ☐ No ☐ Initial _____



21. Additional Alternate Pricing

- EcoStar Gold Star Roof System:

Following installation, an inspection is provided to certify that your EcoStar roof meets our Gold Star standards for quality and craftsmanship. Choosing the appropriate installer and selecting the proper accessories is critical to the overall performance of a roofing system. EcoStar's extensive network of skilled Gold Star Applicators have been professionally trained to provide you with a remarkably beautiful installation.

- 50-Year Gold Star Limited Material & Labor Warranty

- COVERAGE Covers the performance of all products purchased from EcoStar as well as the workmanship of the installer.

- PRORATION Non-prorated for the first 10 years.

- INSTALLATION Installed by an EcoStar Gold Star Certified Contractor.

- INSPECTION EcoStar inspection is required upon completion to receive Gold Star Warranty.

Warranty is issued to contractor to give to homeowner.

- COST \$14/sq charge or minimum \$500 warranty/inspection fee (30 sq = \$500, 90 sq = \$1,260).

Pre-approval survey form is sent to EcoStar before job begins.

Cost for alternate pricing is as follows:

EcoStar Gold Star Roof System - \$3,850.00

Add Additional Amount

\$3,850.00

Yes ☐ No ☐ Initial _____

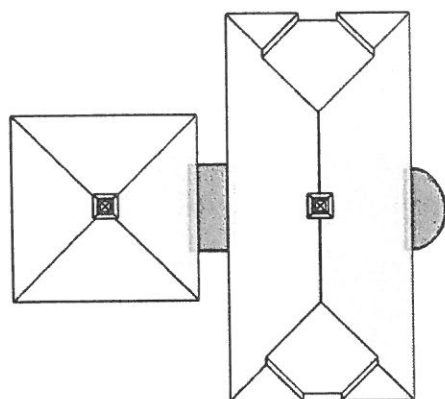
Authorized All Roof Solutions Signature: John Hill Date: 04/23/2019

Printed Name & Title: John Hill – Account Executive

Client Signature: _____ Date: _____

Printed Name: _____





In this 3D model, facets appear as semi-transparent to reveal overhangs.

PREPARED FOR

Contact: John Hill
Company: All Roof Solutions
Address: 3700 Kennesaw South
Industrial Pkwy
Kennesaw, GA 30144
Phone: 404-697-9294

TABLE OF CONTENTS

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Notes Diagram	7
Penetrations Diagram	8
Report Summary	9

MEASUREMENTS

Total Roof Area = 25,014 sq ft
Total Roof Facets = 42
Predominant Pitch = 8/12
Number of Stories > 1
Total Ridges/Hips = 747 ft
Total Valleys = 103 ft
Total Rakes = 0 ft
Total Eaves = 912 ft
Total Penetrations = 30
Total Penetrations Perimeter = 271 ft
Total Penetrations Area = 168 sq ft

Measurements provided by www.eagleview.com



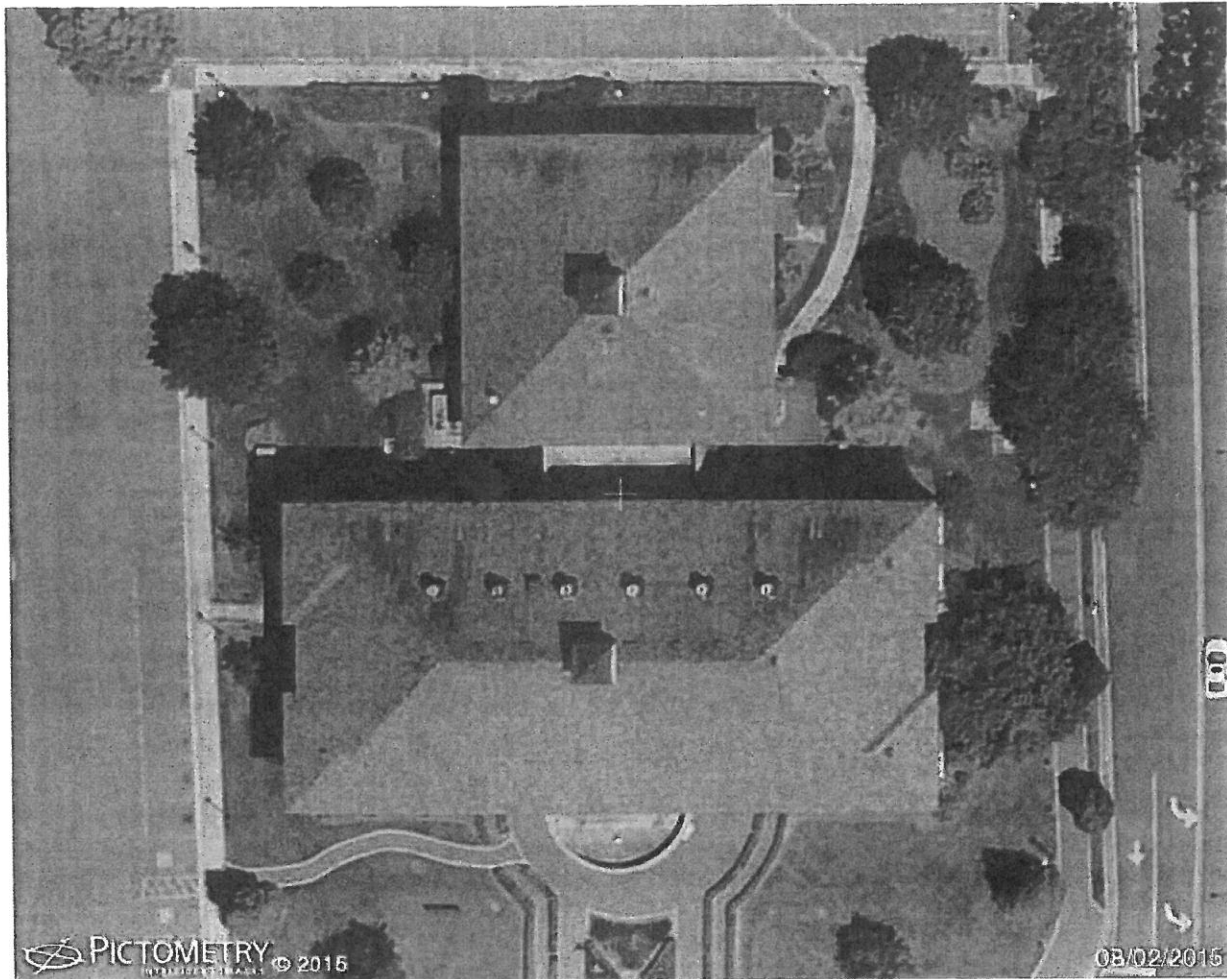
Certified Accurate

www.eagleview.com/Guarantee.aspx

IMAGES

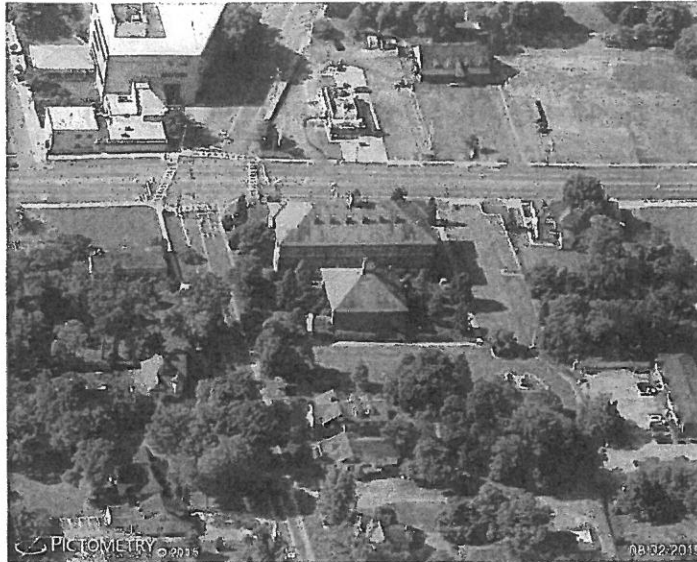
The following aerial images show different angles of this structure for your reference.

Top View

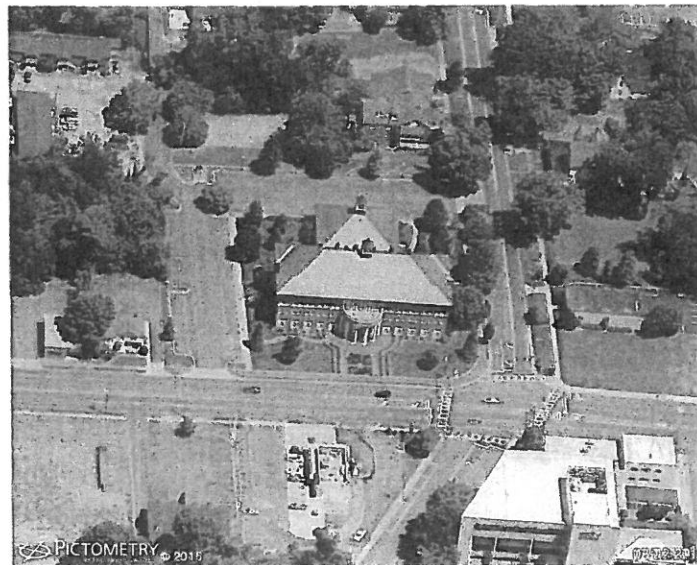


IMAGES

North Side



South Side



IMAGES

East Side



West Side



LENGTH DIAGRAM

Total Line Lengths:

Ridges = 89 ft

Hips = 658 ft

Valleys = 103 ft

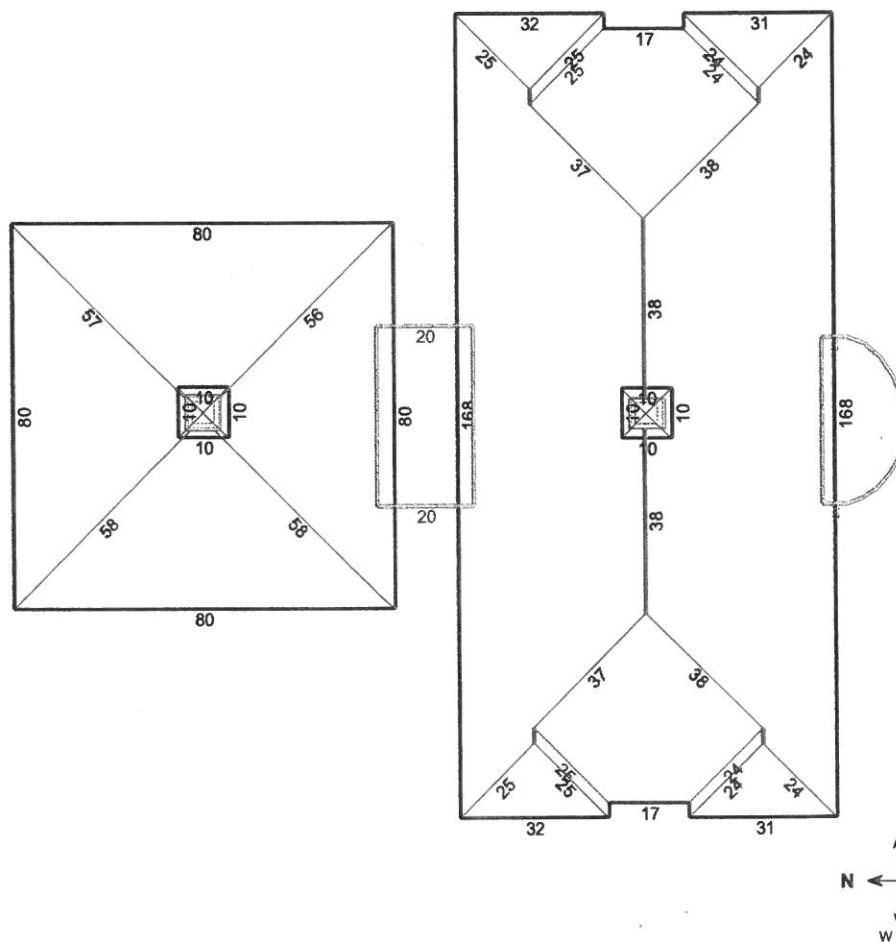
Rakes = 0 ft

Eaves = 912 ft

Flashing = 39 ft

Step flashing = 22 ft

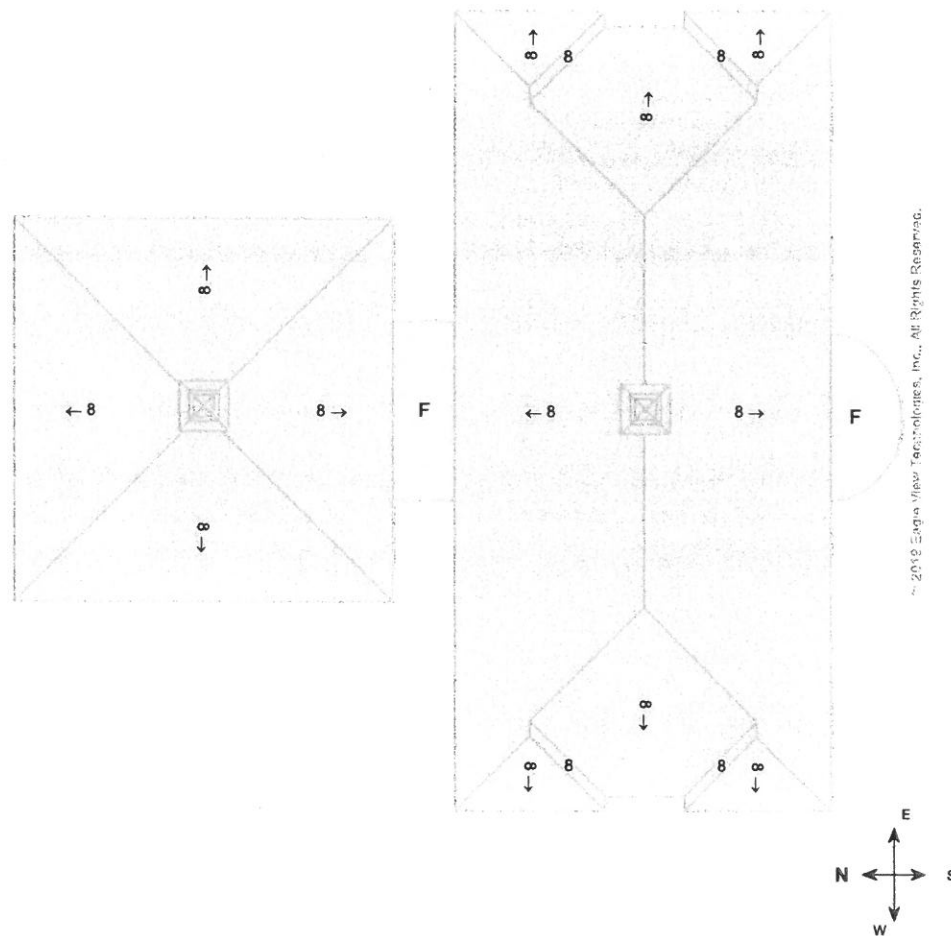
Parapets = 207 ft



Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

PITCH DIAGRAM

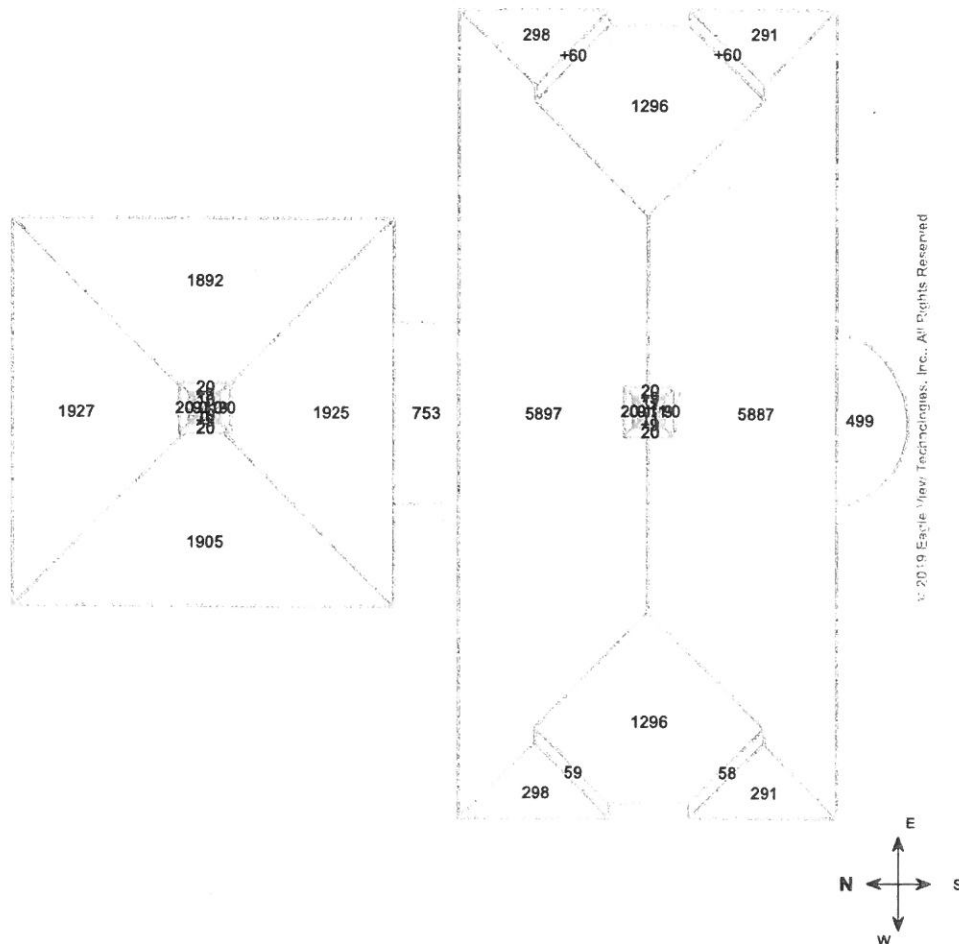
Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 8/12



Note: This diagram contains labeled pitches for facet areas larger than 20.0 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater. Gray shading indicates flat, 1/12 or 2/12 pitches. If present, a value of "F" indicates a flat facet (no pitch).

AREA DIAGRAM

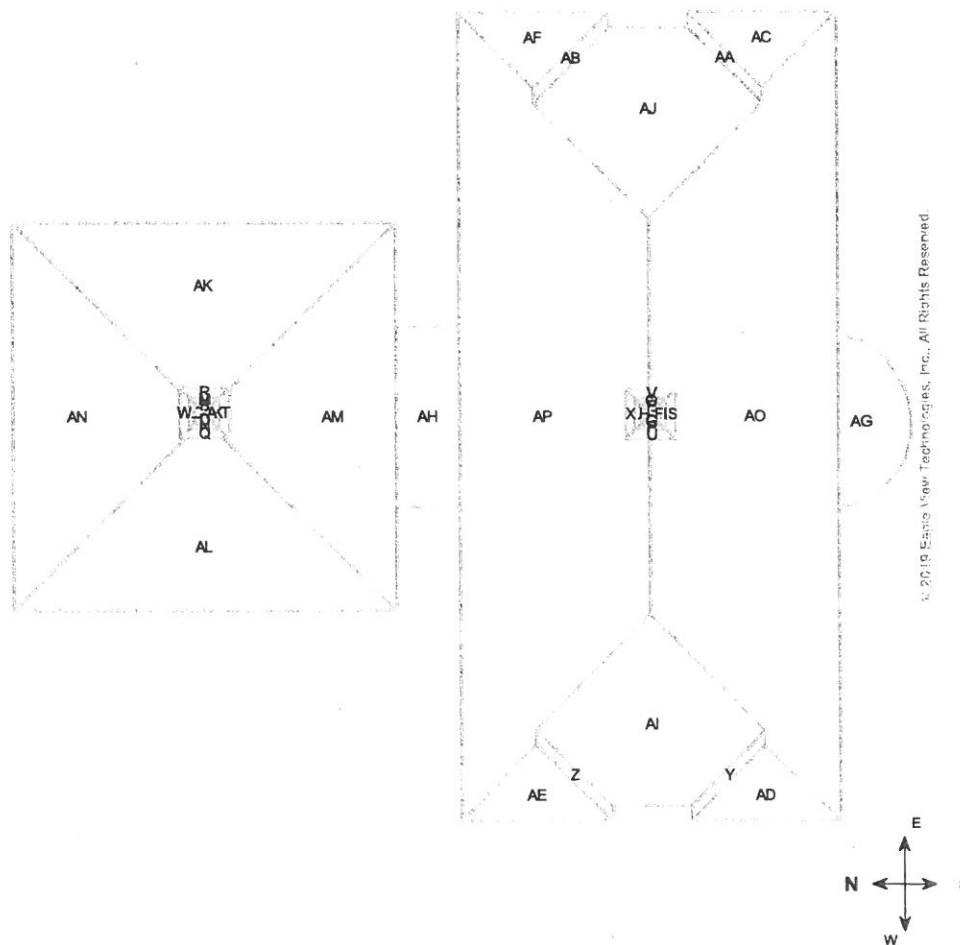
Total Area = 25,014 sq ft, with 42 facets.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest Foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



Note: This diagram also appears in the Property Owner Report.

PENETRATIONS NOTES DIAGRAM

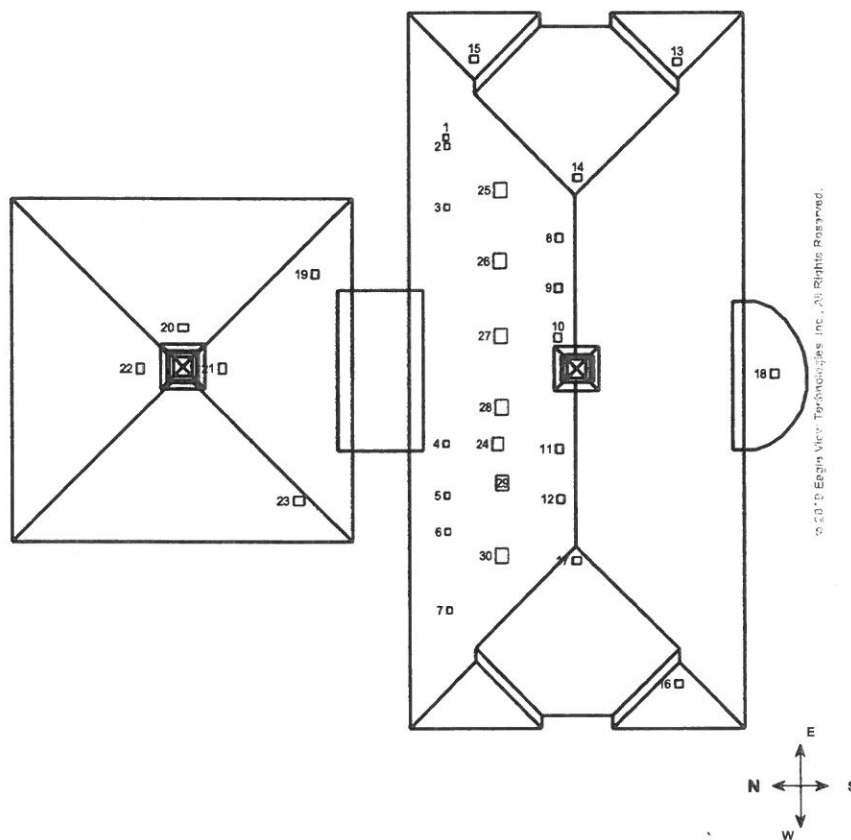
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations = 30

Total Penetrations Perimeter = 271 ft

Total Penetrations Area = 168 sq ft

Total Roof Area Less Penetrations = 24,846 sq ft



300 W Waugh St, Dalton, GA 30720-3143

Report:

REPORT SUMMARY

Areas per Pitch

Roof Pitches	0/12	8/12	16/12	21/12	25/12
Area (sq ft)	1251.3	23604.7	72.8	40.4	45.2
% of Roof	5%	94.4%	0.3%	0.2%	0.2%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Waste Calculation Table

Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	25,014	27,515	28,016	28,766	29,266	30,017	30,517
Squares	250.1	275.2	280.2	287.7	292.7	300.2	305.2

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Penetrations	1-4	5-7	8-19	20-22	23	24	25-26	27-30		
Area (sq ft)	2.2	2.3	4	5	6.2	9	12.2	12.3		
Perimeter (ft)	6	6	8	9	10	12	14	14		

Any measured penetration smaller than 3.0x3.0 Feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

Lengths, Areas and Pitches

Ridges = 89 ft (6 Ridges)
Hips = 658 ft (40 Hips).
Valleys = 103 ft (5 Valleys)
Rakes* = 0 ft (0 Rakes)
Eaves/Starter** = 912 ft (24 Eaves)
Drip Edge (Eaves + Rakes) = 912 ft (24 Lengths)
Parapet Walls = 207 (18 Lengths).
Flashing = 39 ft (6 Lengths)
Step flashing = 22 ft (8 Lengths)
Total Area = 25,014 sq ft
Total Penetrations Area = 168 sq ft
Total Roof Area Less Penetrations = 24,846 sq ft
Total Penetrations Perimeter = 271 ft
Predominant Pitch = 8/12

Property Location

Longitude = -84.9702078
Latitude = 34.7746265

Notes

This was ordered as a commercial property. There were no changes to the structure in the past four years.

Total Roof Facets = 42
Total Penetrations = 30

Parapet Wall Area Table

Wall Height (ft)	1	2	3	4	5	6	7
------------------	---	---	---	---	---	---	---

* Rakes are defined as roof edges that are sloped (not level).

** Eaves are defined as roof edges that are not sloped and level.

300 W Waugh St, Dalton, GA 30720-3143

Report: 27826597

Vertical Wall Area	207	414	621	828	1035	1242	1449
--------------------	-----	-----	-----	-----	------	------	------

This table provides common parapet wall heights to aid you in calculating the total vertical area of these walls. Note that these values assume a 90 degree angle at the base of the wall. Allow for extra materials to cover cant strips and tapered edges.

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=300+W+Vaugh+St,Dalton,GA,30720-3143

Directions from All Roof Solutions to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=3700+Kennesaw+South+Industrial+Pkwy,Kennesaw,GA,30144&daddr=300+W+Vaugh+St,Dalton,GA,30720-3143

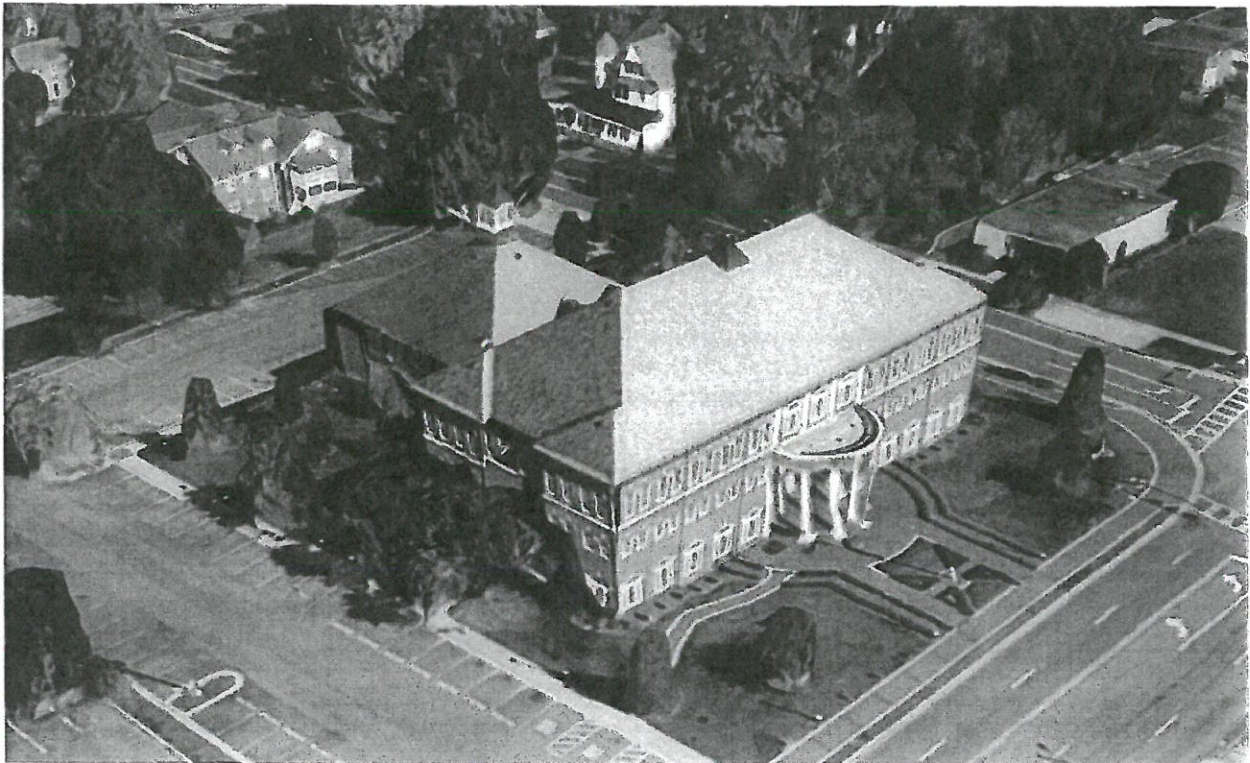
Exh F

ALL ROOF SOLUTIONS (ARS)

EXHIBIT F

Site Specific Safety & Health Plan

Dalton City Hall



Plan Preparer: Roger Morlan (All Roof Solutions)

Confidential 4/22/19

Confidential 4/22/19

Project Name: Dalton City Hall

Date: 4/22/2019

Plan Administrator: Roger Morlan

Onsite Competent Person: Brad Hamby

1) Plan Overview

This site-specific safety plan establishes ARS's safety requirements for the above referenced project. The effectiveness of this site-specific safety plan depends on the active support and involvement of all ARS employees. This plan is intended to document procedures that ensure all work, especially work from heights, is performed safely.

Plan Administrator: Roger Morlan will approve any changes to this plan. This plan will be reviewed as the job progresses to determine if additional practices, procedures or training needs to be implemented. Employees will be notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changes will be maintained at the jobsite.

Competent Person: ARS designates a competent person in fall protection for each project and charges them with the responsibility of immediately correcting any unsafe practice or condition.

2) Oversight Methods Employed

It is the responsibility of the competent person to implement this plan. Continual observational safety checks of work operations and the enforcement of the safety policy and procedures shall be regularly enforced by the site supervisor.

It is the responsibility ARS to ensure that all employees understand and adhere to the procedures of this plan and to follow the instructions of the site supervisor. It is also the responsibility of the employee to follow safety procedures in this plan and bring to management's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or other employees.

Lanyards: Lanyards will have a minimum breaking strength of 5,000 pounds. For this project ARS will use rope and rope grab systems and wire rope self-retracting lifelines.

- o Self-retracting lifelines and lanyards which automatically limit free fall distance to 2 feet or less shall be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.
- o Self-retracting lifelines and lanyards which do not limit free fall distance to 2 feet or less, ripstitch lanyards, and tearing and deforming lanyards shall be capable of sustaining a minimum tensile load of 5,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.

Personal Fall Arrest Systems: Personal fall arrest systems, when stopping a fall, shall limit maximum arresting force on an employee to 1,800 pounds when used with a body harness. It will be rigged such that an employee can neither free fall more than 6 feet, nor contact any lower level.

The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head. Only locking snaphooks will be used by ARS employees

Free Fall Considerations – ARS is aware that a system's maximum arresting force is evaluated under normal use conditions established by the manufacturer, and in no case using a free fall distance in excess of 6 feet.

Obstruction Considerations: ARS takes into consideration the location of the tie-off and the hazard of obstructions in the potential fall path of the employee. Tie-offs which minimize the possibilities of exaggerated swinging are also considered to minimize potential injury to our employees.

Anchorage Points: Anchorages used for attachment of personal fall arrest equipment shall be capable of supporting at least 5,000 pounds per employee attached, or shall be designed, installed, and used as follows:

- o As part of a complete personal fall arrest system which maintains a safety factor of at least two; and under the supervision of a qualified person.

Scissor Lift Fall Protection Considerations:

- o Employees using scissor lift will use 100% fall protection at all times while in the lift (guardrails)
- o Workers shall keep both feet on the floor at all times. Never stand on the rails
- o No worker shall enter or exit a lift while in the raised position unless a personal fall arrest system is used.
- o The lift shall not be moved while in the raised position
- o Each worker will be specifically trained on scissor lift use to ensure each understands and can recognize fall hazards.

3) Employee Fall Protection Policy

For this project, when working at or over six feet in height, all employees will use warning line systems and personal fall arrest systems for fall protection as permitted by OSHA Subpart M – Fall Protection:

1926.501 (b)(10) which states:

• *"Roofing work on steep-slope roofs." each employee engaged in roofing activities on steep-slope roofs, with unprotected sides and edges 6 feet (1.8 m) or more above lower levels shall be protected from falling by guardrail systems, safety net systems, personal fall arrest systems, or a combination of warning line system and guardrail system, warning line system and safety net system, or warning line system and personal fall arrest system, or warning line system and safety monitoring system.*

1926.502 (f) "warning line systems" ARS will install the warning as follows per OSHA:

- The warning line shall be flagged at not more than 6-foot intervals with high-visibility material
- The warning line shall be rigged and supported in such a way that its lowest point (including sag) is no less than 34 inches from the walking/working surface and its highest point is no more than 39 inches from the walking/working surface
- After being erected, with warning line attached, stanchions it shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion, 30 inches above the walking/working surface, perpendicular to the warning line, and in the direction of the roof
- The warning line shall have a minimum tensile strength of 500 pounds, and after being attached to the stanchions, shall be capable of supporting, without breaking, the loads applied to the stanchions

ARS TYPICAL WARNING LINE INSTALLATION – SIX (6) FEET FROM EDGE.

4) Employee Fall Protection Policy

When working at or over six (6) feet in height, ALL employees will use 100% fall protection. ARS will install all personal fall arrest systems on the roofs under the supervision of a person competent in the installation of each type of anchor or system used.

ARS personal fall arrest systems may include:

- Fall Protection Harness & Retractable Lanyards
- Folding reusable roof anchors (Attachment A)
- Horizontal life lines (Attachment B)

5) Demolition of Existing Roof

The removal of the existing roofing material and metal decking is one of the most hazardous operations on this project as our employees will be working near fall hazards for long periods of time.

Our preferred fall protection method during this work is to have the anchor points behind each worker as the demolition of the existing roof progresses, ensuring a quick and safe fall arrest with minimal swinging hazard. This involves placing a horizontal lifeline on the roof and attaching retractable lanyards to the HLL system. OSHA states:

"Personal Fall Arrest Systems - Non-Mandatory Guidelines for Complying with 1926.502(d) "Free fall considerations." The employer and employee should at all times be aware that a system's maximum arresting force is evaluated under normal use conditions established by the manufacturer, and in no case using a free fall distance in excess of 6 feet (1.8 m). A few extra feet of free fall can significantly increase the arresting force on the employee, possibly to the point of causing injury. Because of this, the free fall distance should be kept at a minimum, and, as required by the standard, in no case greater than 6 feet (1.8 m)."

"Obstruction considerations." The location of the tie-off should also consider the hazard of obstructions in the potential fall path of the employee. Tie-offs which minimize the possibilities of exaggerated swinging should be considered."

NOTE: We will not use synthetic material (web) lanyards as the sharp edges may damage or cut the lanyard during a fall. ARS will use cable retractable lanyards only.

6) Falling Object Protection

ARS will ensure that all loose material, equipment and tools are secure against accidental displacement when not in use. During high wind conditions or storms, all material will be secured or removed from the roof.

In addition, ARS will install vertical debris netting/catch screen on the scaffolding to help ensure the safety of employees and guest of Dalton City Hall. This is being done to protect employees who will be working in the building during the roof replacement activities. Signs will also be posted around the debris netting/screen stating "Do Not Enter – Authorized Personnel Only" and "Falling Debris Hazard – Do Not Enter" or similar.

7) Ladder Safety

General Safety

1. All ladders are to be inspected before use for physical defects. Damaged ladders are not to be used and removed from the jobsite.
2. Ladders will not be used for skids, braces, workbenches, or any purpose other than climbing.
3. When ascending or descending a ladder, employees must not carry objects that will prevent them from grasping the ladder with both hands. Employees must always face the ladder when ascending and descending.
4. Only one employee is allowed on a ladder at a time. 5. Safety feet must be in good working order and in place.
6. Rungs must be free of grease and/or oil.

Straight type or extension ladders

1. All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.
2. Ladder will be secured at the top to eliminate movement while accessing the ladder.
3. After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
4. Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one- quarter of the working length of the ladder.

8) Employee Safety Training

ARS will have competent personnel onsite during the construction process. A "Competent Person" means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

In addition, site-specific safety training on the fall protection procedures to be followed on this project will be completed by all ARS employees prior to the start of work. Aspects of the site training will include the following:

- Overall site plan/photo review and scope of work
- Training on the fall protection systems to be used
- Training on safety warning line use and installation
- Training on falling object protection

9) Personal Protective Equipment Safety

- a) ARS requires all personnel to have the PPE equipment for specific tasks.

All employees are required to wear eye protection, high visibility shirts/vests, hand protection as needed, boots with hard sole.

10) General Safety

- a) Electrical Safety: All power cords and tools will be inspected continuously

for damage. All defective cords and tools will be removed from service. All power sources will have GFCI's (ground fault circuit interrupters). Our double insulated tools are not required to be grounded. All non-double insulated tools are required to be properly grounded.

- b) Fire Safety: A fire extinguisher rated ABC type will be located on the roof at all times.

- c) Housekeeping Safety: ARS require that each work area be inspected continuously for trash and debris. Employees are required to pick-up all trash, debris, tools, cords, material and equipment not in use. Spilled liquids and other materials will be immediately cleaned up or roped off to avoid contact.

- d) Hazardous Communication and SDS's: SDS's will be available at the jobsite for all chemicals used by ARS. ARS has a written hazardous communication plan that is available in our full version safety manual and at our corporate office.

- e) Onsite Employee Safety Meetings: ARS holds a weekly safety meeting onsite.

- f) Onsite Safety Audits: ARS's onsite competent person is required to perform daily site safety audits.

- g) Employee Disciplinary Policy: ARS has a strict disciplinary policy for all employees and subcontractors including termination from the company for not following our company safety rules and regulations.

11) Rescue plan and procedures

a) Emergency Rescue Considerations for Falls – If a ARSs employee falls and is successfully arrested using their personal fall arrest system, there must be a procedure in place to safely rescue the employee without causing additional injury.

a. Falls to Interior or Exterior of Building:

- **Employee is conscious and able to communicate:**

- Ask if they are injured.
- ii. If the employee has come to rest within reach of the available scissor lift on the site, this equipment will be used for the rescue.
- iii. If the employee is not within reach of available scissor lift. 911 will be called and fire/rescue teams used to aid in
- iv. If the employee is **injured**, contact 911 and use available scissor lift for the rescue.

- **Employee is unconscious or unable to communicate**

- Contact 911 first and then proceed with rescue procedures as stated above.

12) SCAFFOLDING SAFETY

It's important that you're aware of all federal, state, and local codes, regulations and ordinances covering the use of scaffolds. Fact is, scaffold requirements vary depending on which state or city you are. Also, remember that the kind of scaffold varies from one job to another. One thing shared by every job or industry is the hazard that comes with this equipment.

Per the Occupational Safety and Health Administration (OSHA), every employee who works on a scaffold must be trained by a competent or qualified person. This training should include:

- Nature of hazards related to scaffolds like falls and electrocution
- Appropriate use of scaffolds and handling of materials when using them
- Procedures in dealing with different hazards, including the use of personal fall arrest systems and falling object protection systems

PROPER INSPECTION

Inspections related to the use of scaffolds must start with a survey of your work area. This means checking your workplace for hazards like ditches, debris, earth fills, high tension wires, and unguarded openings. Once noted, eliminate or control them immediately.

Before using scaffolds, always inspect them for damage or alterations. NEVER use them when they are defective or damaged in any way. You should also inspect scaffolds if:

- Anything happens that might affect their structure.
- They're assembled.
- They are changed or altered.
- They're moved.
- They are taken apart.

RIGHT LOAD

Weight supported by a scaffold can make or break accidents in the workplace. That is why you should NEVER exceed the manufacturer's recommended load rating. Remember, too, that supported scaffolds should be able to support not just their own weight but at least four times the maximum intended load.

You must take special considerations when partially or fully enclosing scaffolds. This is for the reason that wind and weather increases the load supported by scaffolds. Make sure, of course, that ties attaching scaffolds to buildings are secure.

- Install and use scaffolding accessories based on the manufacturer's recommended procedures.
- Place scaffolds on stable ground.
- Lock scaffold wheels when in use.
- Remove tools or debris on scaffold platforms.
- Equip all open sides and ends of scaffold platforms with proper guardrails, midrails, and toeboards.
- Wear a hard hat when working on or under a scaffold.
- Wear sturdy, nonslip shoes when working on a scaffold.
- Remove anything placed on scaffolds at the end of the work shift.
- Maintain at least a 10-foot distance between scaffolds and electric power lines.
- Avoid striking scaffolds with materials or vehicles.

ATTACHMENT A



• Reusable Roof Anchor •

Technical Data Sheet

SPECIFICATIONS	
Part Number	4000
Construction	Painted Plate Steel
Height	2.25", 5.7 cm (D-Ring)
Length	11", 27.9 cm
Width	3", 7.6 cm
Tensile Strength	>5000 lbs, 22.2 kN
Gate Opening	2.25", 57 mm
Weight	2.5 lb, 1.13 Kg

Installation Instructions:

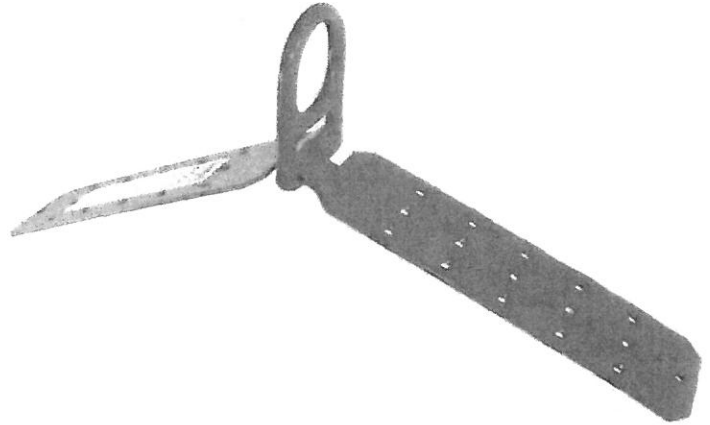
The Reusable Roof Anchor fits any roof pitch allowing anchoring from either side. When installed in accordance with these instructions, it will provide an anchor point at the peak of the roof that is suitable for use with the SafeWaze® Fall Arrest System. The roof peak anchor should be used in conjunction with wall planks, supported by roofing brackets, when installing conventional roofing systems on truss, rafter, and plywood sheathing constructions.

Begin by placing the first anchor along the peak of the roof at a point 5 feet from the beginning of the roofline, with the last anchor set 5 feet from the end of the roofline. Additional anchors may be installed as suited to meet the application. Placing anchors at 10ft intervals may help with swing fall.

Remove ridge vents when attaching peak anchors. Each anchor should be fastened to the roof using a minimum of 10 #8x2" screws in the center row of holes securing anchor to the roof rafter. The outer row of the holes must be secured to the plywood sheathing. Use all holes provided when securing the peak anchor to the building structure. Inspect rafter from inside the attic area to ensure that the wood is structurally sound and free from rot and/or other signs of deterioration. Fasten as described above. When installed as an anchor point on a flat surface, the rope connecting the fall arrest harness to the anchor cannot extend over the peak of the roof. If it becomes necessary to work on the other side of the peak, an anchor must be installed on the flat surface being worked on.

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4451 Raceway Dr • Concord, NC 28027 • Customer Service Phone (800) 560-1094 • Fax (800) 560-1275



May be used on steel roofs of 24 gauge or thicker if mounted with a minimum of 10 #8, 3/4" long sheet metal screws per side on raised ribs of roof panel with pull in the long axis of the bracket.

The SafeWaze® Roof Anchors are designed to be used as anchor points for no more than one person at a time, or as designed and approved for horizontal lifeline SWSW with Power Brake, and SWHR anchorage applications.

Meets ANSI Z359.1, and OSHA 1926.502 requirements.

WARNING!

Failure to read and follow these instructions on the use of this product could result in serious personal injury or death. Training and instruction review should be repeated at regular intervals. This product must be used in strict compliance with local, state, and federal OSHA regulations.

1. Use only with ANSI, CSA & OSHA compliant fall arrest systems.
2. Examine before each use
3. Discard if damaged by fall or any other incident.
4. The anchor point must be adequate to support the workers individual PFAS or the lifeline anchor tie-off.
5. Contact SafeWaze Customer Service for additional assistance.

Doc TS-4000 REV C

ATTACHMENT B



**A Capital
Safety
Brand**

PRO-Line™ Web Horizontal Lifeline System

This manual is intended to be used as part of an employee training program as required by OSHA.

Models: 1200101, 1200105



WARNING: This product is part of a personal fall arrest system. The user must follow the manufacturer's instructions for each component of the system. These instructions must be provided to the user of this equipment. The user must read and understand these instructions before using this equipment. Manufacturer's instructions must be followed for proper use and maintenance of this equipment. Alterations or misuse of this equipment, or failure to follow instructions, may result in serious injury or death.

IMPORTANT: If you have questions on the use, care, or suitability of this equipment for your application, contact Capital Safety.

IMPORTANT: Record the product identification information from the ID label in the inspection and maintenance log in this manual.

PURPOSE: The Web Horizontal Lifeline System is designed for use as an anchoring means for one or two persons. Use the Web Horizontal Lifeline System where horizontal mobility and fall protection are required.

LIMITATIONS: The following limits apply to the installation and use of the Web Horizontal Lifeline System. Other limitations may apply:

IMPORTANT: OSHA regulations state that horizontal lifelines shall be installed and used under the supervision of a qualified person (see below for definition) as part of a complete personal fall arrest system that maintains a safety factor of at least two.

QUALIFIED PERSON: An individual with a recognized degree or professional certificate, and extensive knowledge and experience in the subject field, who is capable of design, analysis, evaluation, and specification in the subject work, project, or product. Refer to OSHA 1910.66, 1926.32, and 1926.502.

HORIZONTAL LIFELINE SPAN: The maximum span distance is 60 feet. The span length must be reduced when clearance is limited.

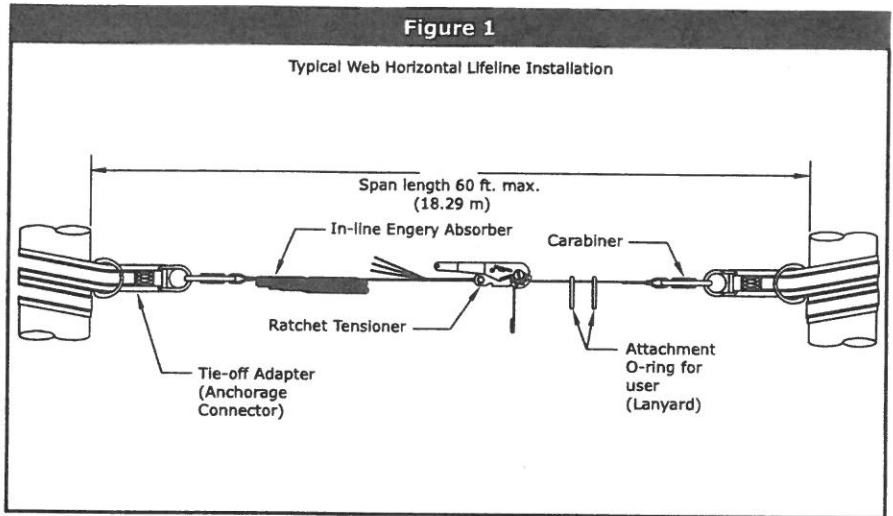
ANCHORAGES: The Web horizontal lifeline must be installed on anchorages that meet the requirements.

SYSTEM CAPACITY: The maximum capacity of the Web horizontal lifeline is two persons. The maximum weight of each person, including tools and clothing, is 310 lbs. (141kg).

CONNECTING SUBSYSTEM: Each person's connecting subsystem must limit fall arrest forces to 900 lbs. (4kN) or less.

FREE FALL: Rig and use the personal fall arrest system such that the maximum potential free fall does not exceed Government regulatory and subsystem manufacturer's requirements. See subsystem manufacturer's instructions for more information.

SWING FALLS: See Figure 2. Swing falls occur when the anchorage point is not directly overhead.



The force of striking an object in a swing fall may cause serious injury or death. Minimize swing falls by working as directly below the anchorage point as possible. Do not permit a swing fall if injury could occur. Swing falls will significantly increase the clearance required when a self retracting lifeline or other variable length connecting subsystem is used. If a swing fall situation exists in your application, contact Capital Safety before proceeding.

requirements. A full body harness must be used with this system.

PERSONAL FALL ARREST SYSTEM CONNECTORS: Connectors used to attach to the attachment O-ring on the horizontal lifeline (hooks, carabiners, D-rings) must support at least 5,000 lbs. Connectors and attachment elements must be compatible in size, shape, and strength. Non-compatible connectors may unintentionally disengage (roll-out). Do not use non-locking connectors with this system.

ANCHORAGE CONNECTORS: Connectors used to attach the horizontal lifeline to end anchors must be compatible with the connection point. The connection must be positive; and, with connecting elements, capable of sustaining a 5,000 lbs. (22.2kN) load without failure.

STRUCTURE LOAD: Structural anchorage points must be rigid, and capable of supporting at least 3,600 lbs. (16kN) along the axis of the horizontal lifeline. Anchorages must also support at least 3,600 lbs. (16kN) applied in all potential directions of fall arrest that are perpendicular to the axis of the horizontal lifeline.

WARNING: Anchorages must be rigid. Large deformations of the anchorage will affect system performance, and may increase the required fall clearance below the system, which could result in serious injury or death.

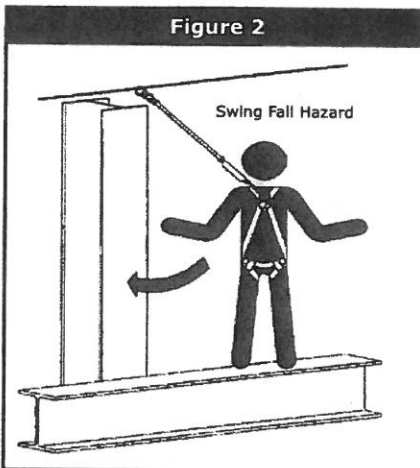
Connecting Subsystem: The connecting subsystem is the portion of the personal fall arrest system that is used to connect between the horizontal lifeline subsystem and harness fall arrest attachment element. The connecting subsystem must limit forces applied to the horizontal lifeline to 900 lbs. (4kN) or less.

WARNING: Do not alter or intentionally misuse this equipment. Consult Capital Safety when using this equipment in combination with components or subsystems other than those described in this manual. Some subsystem and component combinations may interfere with the operation of this equipment. Use caution when using this equipment around moving machinery, electrical hazards, chemical hazards, and sharp edges.

WARNING: Consult your doctor if there is reason to doubt your fitness to absorb the impact from a fall arrest. Age and fitness can affect your ability to withstand fall arrest forces. Pregnant women and minors must not use this system.

BEFORE EACH USE Inspect this equipment. Do not use this equipment if inspection reveals an unsafe or defective condition. Plan your use of the fall protection system prior to exposing workers to dangerous situations. Consider all factors affecting your safety before using this system. Read and understand all manufacturer's instructions for each component of the personal fall arrest system. All Capital Safety harnesses and connecting subsystems are supplied with separate user instructions. Keep all instructions for future reference.

Review these instructions to ensure system limitations and other requirements have been adhered to. Review applicable information regarding system clearance



FALL CLEARANCE: There must be sufficient clearance below the worker to arrest a fall before striking the lower level or obstruction.

BODY SUPPORT: A full body harness must be used with the Web Horizontal Lifeline System.

ENVIRONMENTAL HAZARDS: Use of this equipment in areas with environmental hazards may require additional precautions to reduce the possibility of injury to the user or damage to the equipment. Hazards may include, but are not limited to; heat, chemicals, corrosive environments, high voltage power lines, gases, moving machinery, and sharp edges. Contact Capital Safety if you have questions about using this equipment where environmental hazards exist.

TRAINING: This equipment must be installed and used by persons trained in its correct application and use.

APPLICABLE STANDARDS: Refer to national standards, including ANSI Z359.1, local, state, and federal (OSHA 1910.66 and 1926.502) requirements for more information on personal fall arrest systems and associated components. In Canada, see the Z259 group of CSA standards.

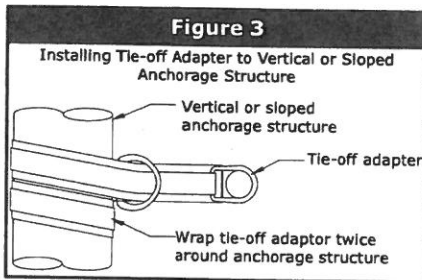
PERSONAL FALL ARREST SYSTEM COMPONENTS: The Web horizontal lifeline must be used with Capital Safety approved components and subsystems. Non-approved components may be incompatible, and could affect the safety and reliability of the complete system. Personal fall arrest components used with this system must meet all applicable OSHA and ANSI

criteria, and ensure changes have not been made to the system installation (i.e. length) or occurred at the job site that could affect the required fall clearance. Do not use the system if changes are required.

SYSTEM INSTALLATION: Figure 1 shows a typical Web horizontal lifeline installation. When using an energy absorbing lanyard to connect to the system, the end anchorages must be located at a height which will limit the free fall to 6 feet (1.8m). When using a self retracting lifeline (SRL) to connect to the system, the end anchorages must be located above the user. The SRL, when fully retracted, must be above the harness attachment level. The horizontal lifeline system should be positioned at a level that will minimize free fall while allowing ease of use. The horizontal lifeline should be positioned near the work location to minimize swing fall hazards. The connecting subsystem length should be kept as short as possible to reduce the potential free fall and required clearance distance. Both anchorages must be installed at approximately the same elevation, so that the horizontal lifeline system is not sloped more than 5°.

Determine the locations of the end anchorages and evaluate their strengths. Determine the span length and evaluate the required clearance using Figures 5, 6, or 7 and Tables 1, 2 or 3.

Figure 3



Install the anchorage connectors. The Web Horizontal Lifeline System includes two tie-off adaptor anchorage connectors. To ensure the tie-off adaptor does not slide down a vertical or sloped anchorage, the tie-off adaptor must be wrapped twice around the structure as shown in Figure 3. Refer to the tie-off adaptor instructions for complete installation information. The horizontal lifeline may be secured directly to the anchorage when the anchorage incorporates a compatible attachment element that meets the requirements.

Secure each end of the horizontal lifeline to the anchorage connectors with the snap hook or carabiner. **Installation Tip:** When attaching to the tie-off adaptor, connect carrying bag through handle to secure bag to the end of the system. Note: Bag handle is not to be used as an anchorage connector, only to be held in place by passing the connection through the handle. Remove the slack from the horizontal lifeline by pulling the web through the ratchet tensioner by hand. Once the line is pulled through the adjuster as tight as possible by hand, activate the ratchet by rotating the handle back and forth in a 180 degree arc to tension the webbing line tight.

PLEASE NOTE: There is no in-line tension indicator and it is recommended that the operator tension the ratchet with one hand only on the handle, and with no external parts be used to further tighten the line. Normal working tension is achieved by a one-handed operation will tension the webbing line satisfactorily.

Installation Tip: When wound onto the central hub during tensioning, the webbing should have a minimum of 1.5 times the revolution of the ratchet hub. Should the webbing over fill the ratchet, it can jam requiring the operator to release the line and start again.

Once tensioned, the ratchet handle must be pushed to the closed and locked position. Surplus webbing should be folded and placed in the bag if attached or near the end of the system away from center work area.

PERSONAL FALL ARREST SYSTEM COMPONENTS: Inspect and don the full body harness according to manufacturer's instructions. Attach the connecting subsystem (energy absorbing lanyard or SRL) to the dorsal connection on the harness.

Figure 4

Anchorage Strength Requirements

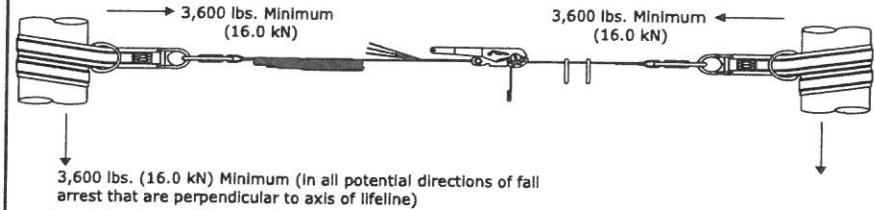


Figure 5

Clearance Evaluation for One Worker Connected to the System with a Capital Safety Energy Absorbing Lanyard
Required clearance from nearest Lower Level or Obstruction to Horizontal Lifeline System Height:

1. Find your system span length in Table 1.
2. Find your lanyard length in Table 1
3. The required clearance is where the span length and lanyard length intersect

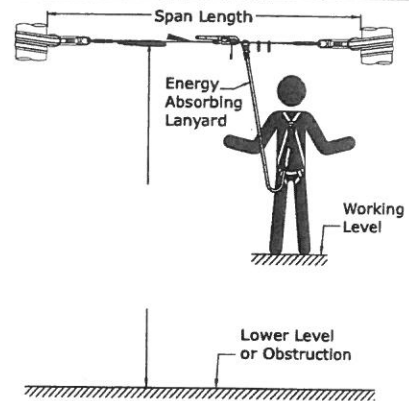


Figure 6

Clearance Evaluation for Two Workers Connected to the System with a Capital Safety Energy Absorbing Lanyard
Required clearance from the nearest Lower Level or Obstruction to Horizontal Lifeline System Height

1. Find your system length in Table 2
2. Find your lanyard length in Table 2
3. The required clearance is where the span length and lanyard length intersect

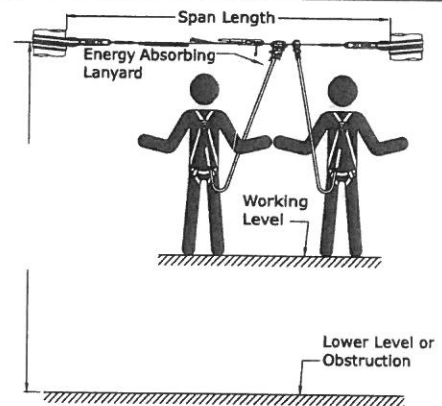
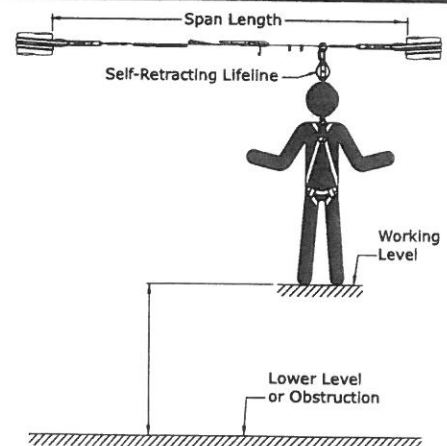


Figure 7

Clearance Evaluation for One or Two Workers Connected to the System with a Capital Safety Self-Retracting Lifeline
Required clearance from nearest Lower Level or Obstruction to working level:

1. Find your system span length in Table 3
2. Find the number of workers to be connected to the system
3. The required clearance is where the span length and number of workers intersect

WARNING: This information only applies when the SRL is directly over head and above the level of the harness attachment point, and the user is standing.



EXH G

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that
[Name of Contractor] (hereinafter called the "**Principal**"), and
[Name of Surety Company], (hereinafter called the "**Surety**"), are held and firmly bound unto THE CITY OF
DALTON (hereinafter called the "**Obligee**"), for the use and benefit of any "**Claimant**" as hereinafter defined in the
sum of _____ (\$ _____), lawful
money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Obligee,
dated _____, (hereinafter the "**Agreement**"), for Construction of a project known as the: "Roof
Replacement for Dalton City Hall", located at 300 West Waugh St. Dalton, GA 30720 (the "**Project**").

NOW THEREFORE, the condition of this obligation is such, that if the Principal shall promptly make
payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for
use in the performance of the Agreement, then this obligation shall be void; otherwise to remain in full force and
effect.

A "Claimant" shall be defined herein as any contractor, subcontractor, person, party, partnership, corporation or
other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the
Agreement, or construction of the Project, without regard to whether such labor, services or materials were sold,
leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or
any contractor or subcontractor performing work on the Project. Any entity entitled to protection of a payment bond
under Georgia law shall be deemed a "Claimant" under this bond.

The surety is herein bound and obligated for all obligations of a surety as set forth in O.C.G.A. §§ 36-91-70
through and including O.C.G.A. § 36-91-75.

In the event of any claim made by a Claimant against the Obligee, or the filing of a lien against the property of
the Obligee affected by the Agreement, the Surety shall either settle or resolve the claim, or remove any such lien by
bond, or otherwise take such action as provided in the Agreement.

This bond is intended to conform to all applicable statutory requirements. Any applicable
requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as
set forth at length. If any provision of this bond is held by a court competent jurisdiction to be in conflict with any
applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict
therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused
this obligation to be signed by their duly authorized officers on this _____ day of
_____, 2019.

Will provide
IF AWARDED
JOB

Roof Replacement for:
Dalton City Hall

SECTION 00110

[NAME OF PRINCIPAL]

BY: _____ [Seal]

Witness:

Date: _____

[NAME OF SURETY]

BY: _____ [Seal]

Witness:

Date: _____

Approved:

Date: _____

BY: _____

[ATTACH SURETY'S POWER OF ATTORNEY]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

_____ [Name of Contractor] (hereinafter called the
"Principal") and _____ [Name of Surety Company] (hereinafter called the
"Surety") are held and firmly bound unto THE CITY OF DALTON (hereinafter called the "Obligee") in the
amount of _____ (\$ _____), lawful money of the United
States of America, for the payment whereof the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Obligee
dated _____, (hereinafter the "Agreement"), for Construction of a project known as the "Roof
Replacement for Dalton City Hall", located at 300 West Waugh St. Dalton, GA 30720 (the "Project").

NOW THEREFORE, the conditions of this obligation are as follows:

1.

That if the Principal shall fully and completely perform each and all of the terms, provisions and
requirements of the Agreement, including and during the period of any warranties or guarantees required thereunder,
and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made;
and if the Principal and the Surety shall indemnify and hold harmless the Obligee from any and all losses, liability
and damages, claims, judgments, liens, costs and fees of every description, arising under the Agreement, whether
imposed by law or equity, which may be caused by failure or default on the part of the Principal in the performance
of any or all of the terms, provisions and requirements of the Agreement, including all modifications, amendments,
changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this
obligation shall be void; otherwise to remain in full force and effect.

2.

In the event of a failure of performance of the Agreement by the Principal, which shall
be limited to, any breach or default of the Agreement, the Surety, upon demand by the Obligee, shall
complete such required performance and cure any breach or default of the Agreement.

Will provide
if Awarded
JOB

The Surety shall commence performance of its obligations and undertakings hereunder no later than forty-five (45) days after written notice from the Obligee to the Surety; and, if the Surety fails to commence performance as required herein within such period of time, or if the Surety otherwise breaches its obligations to the Obligee under this Bond and the Agreement, the Surety shall be liable to the Obligee for the Obligee's actual damages, including all costs of litigation and attorneys' fees, plus any penalties, as may be provided by law.

The means, methods or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Obligee, said approval not to be unreasonably withheld;

If the Surety fails or refuses to perform as provided above, or if the Obligee and the Surety cannot agree as to the means, methods or procedure of performance by the Surety, the Obligee shall have the right, through itself or others, to do all or any part of the remaining work yet to be performed by the Principal and the Surety shall pay Obligee any losses or damages resulting therefrom.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Agreement, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

3.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement falls due.

By Agreement, this Bond shall not be subject to the limitation period of O.C.G.A. § 36-91-52.

Should any term or condition of this Bond be held or determined unenforceable, all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 2019.

[NAME OF PRINCIPAL]

BY: _____ [Seal]

Witness:

Roof Replacement for:
Dalton City Hall

SECTION 00120

Date:

[NAME OF SURETY]

BY: _____ [Seal]

Witness:

Date:

Approved:

Date: _____ BY: _____

[ATTACHED SURETY'S POWER OF ATTORNEY]

Exh D

DATE: April 18, 2019
TO: ALL BIDDERS OF RECORD
PROJECT NAME: Roof Replacement for:
Dalton City Hall
PROJECT NUMBER: 19-002
FROM: KRH Architects
855 Abutment Road
Suite 4
Dalton, GA 30721

PRIME BIDDERS ACKNOWLEDGE THE RECEIPT OF THIS ADDENDUM BY INSERTING THE NUMBER AND DATE IN THE APPROPRIATE POSITION ON THE PROPOSAL FORM. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION. THIS ADDENDUM IS A PART OF THE CONTRACT DOCUMENTS. IT MODIFIES THEM AS FOLLOWS:

Item No.1**Synthetic Slate System**

Provide in your price to include wide shade color variation of synthetic slate tiles.

Item No. 2**Pre-Proposal Sign-in Sheet**

Please see the attached.

END OF ADDENDUM

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Item No.1**SECTION 07320 COMPOSITE ROOF TILE SYSTEM****1.9 WARRANTY – Change to read:**

- A. Manufacturer's Warranty: Provide manufacturer's 50-year limited materials warranty.
- B. Installer's Warranty: Provide installer's guarantee that the entire roofing system will remain free of water infiltration for a period of five years from the date of substantial completion. The installer agrees to repair or replace any component of the roofing system as required at no additional cost to the Owner. The First two years shall be guaranteed by the contractor's surety with the remaining three years guaranteed by the contractor.

END OF ADDENDUM



Exhibit J

April 24, 2019

EcoStar, LLC
42 Edgewood Dr.
Holland, NY 14080

Re: All Roof Solutions, Inc.
3700 Kennesaw South Industrial Dr. NW
Kennesaw, GA 30144

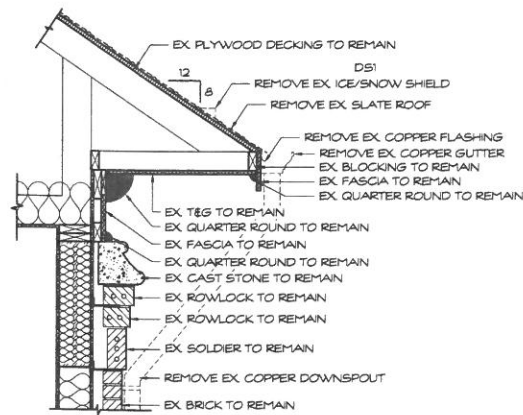
To whom it may concern;

This letter serves as confirmation that **All Roof Solutions, Inc.** is an approved applicator to install the EcoStar Sustainable Roofing System and offer the Gold Star 50 year Limited Labor and Material Warranty.

Sincerely,

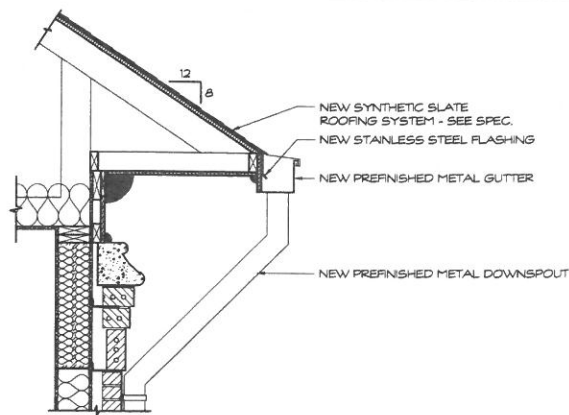
Angelina Kemp

Angelina Kemp
Warranty Coordinator
EcoStar, LLC



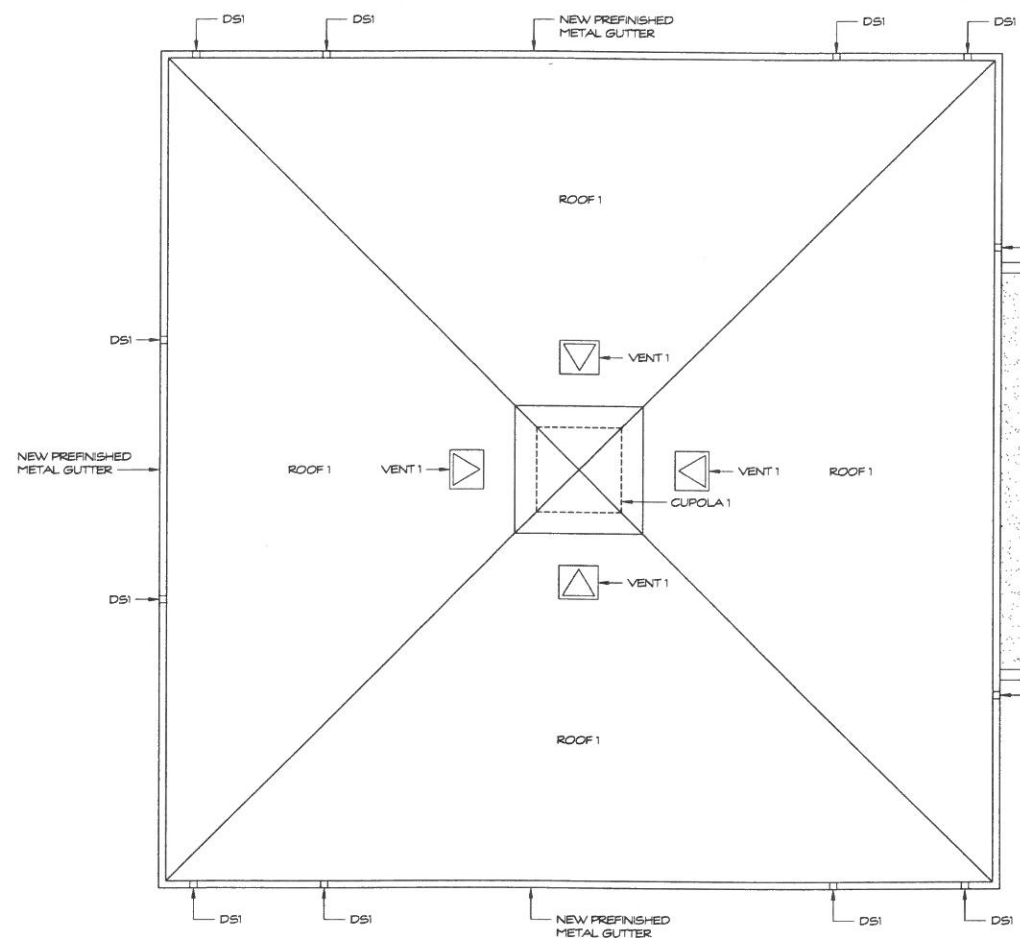
TYP. DEMO ROOF EDGE

SCALE: 3/4" = 1'-0"



TYP. ROOF EDGE

SCALE: 3/4" = 1'-0"

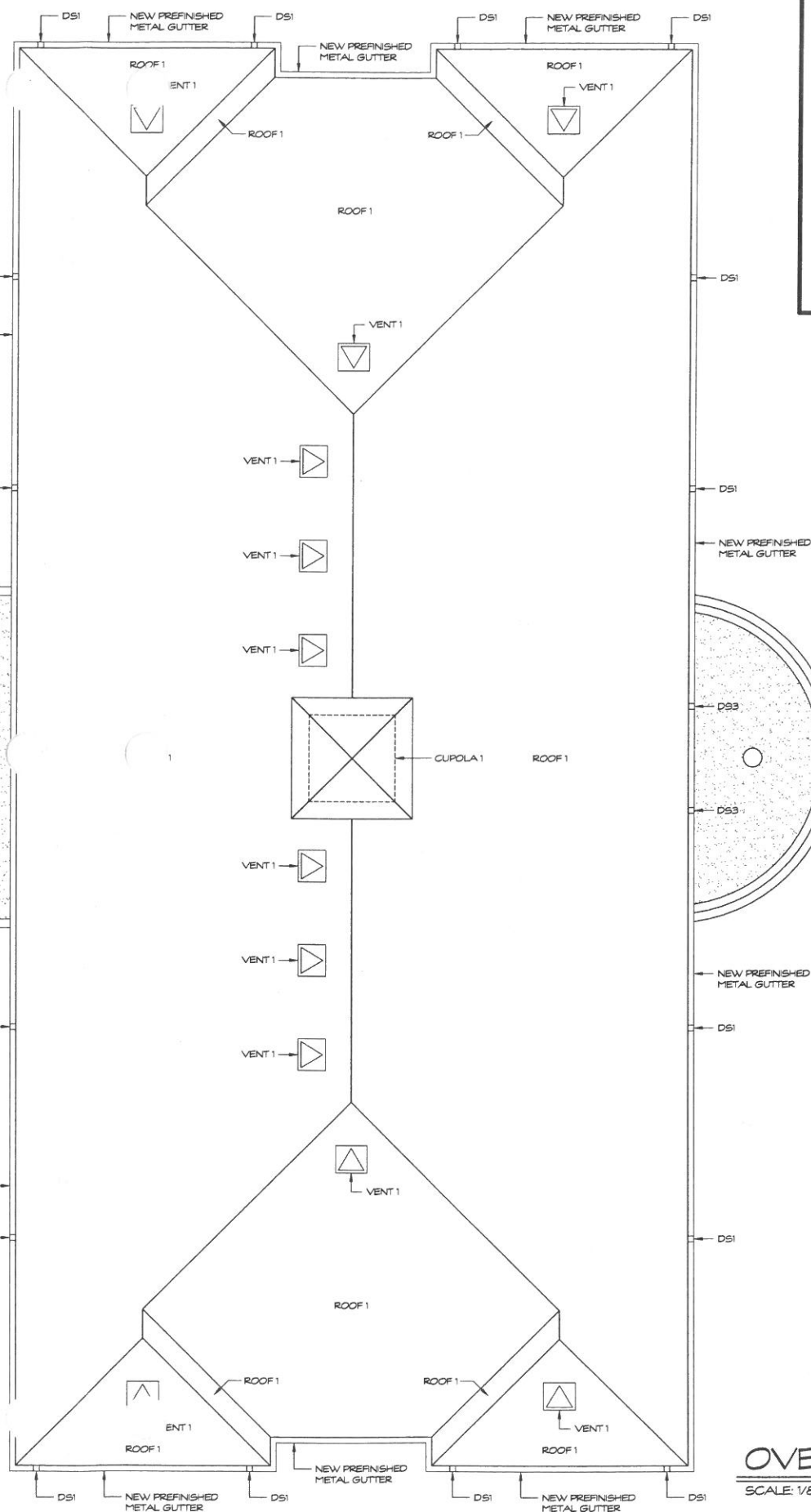


NEW PREFINISHED METAL GUTTER

SCALE: 3/4" = 1'-0"

NEW PREFINISHED METAL GUTTER

SCALE: 3/4" = 1'-0"



LEGEND

- ROOF 1 - REMOVE EXISTING SLATE ROOFING SYSTEM. AREA TO RECEIVE NEW ROOFING SYSTEM. SEE SPECIFICATIONS FOR FURTHER INFORMATION.
- VENT 1 - INDICATES EXISTING ROOF VENTS TO BE REUSED. CONTRACTOR SHALL REMOVE AND PROTECT UNTIL REINSTALLATION. ANY DAMAGED UNITS SHALL BE REPLACED WITH NEW ITEMS OF SIMILAR CONSTRUCTION. SEE SPECIFICATIONS FOR FURTHER INFORMATION.
- CUPOLA 1 - REMOVE EXISTING SLATE FROM VERTICAL SECTIONS OF CUPOLA. CONTRACTOR SHALL INSTALL NEW SYNTHETIC SLATE SYSTEM - SEE SPECIFICATIONS FOR FURTHER INFORMATION.
- DS1 - TYPICAL NEW GUTTER AND DOWNSPOUT
- DS2 - FLAT ROOFING SYSTEM - NO WORK TO BE PERFORMED ON THIS ROOF.
- DS3 - INDICATES NEW DOWNSPOUT TO CONNECT TO EXISTING DOWNSPOUT BOOT AND UNDERGROUND PIPING.
- DS4 - INDICATES NEW DOWNSPOUT WITH COLLECTOR HEAD AT SCUPPER LOCATIONS. NEW DOWNSPOUT TO CONNECT TO EXISTING DOWNSPOUT BOOT AND UNDERGROUND PIPING.
- DS5 - INDICATES NEW DOWNSPOUT TO SPILL ON ROOF BELOW. PROVIDE NEW SPLASH BLOCKS TO PROTECT ROOF BELOW.

GENERAL NOTES:

- ALL GUTTERS AND DOWNSPOUTS SHALL BE REPLACED. NEW PREFINISHED METAL GUTTERS TO BE 6" X 6" IN SIZE. NEW PREFINISHED METAL DOWNSPOUTS TO BE 4" X 6" IN SIZE - SEE SPECIFICATIONS FOR FURTHER INFORMATION.
- CONTRACTOR SHALL VERIFY EXISTING LOCATIONS OF ALL DOWNSPOUTS PRIOR TO DEMOLITION. NEW DOWNSPOUTS SHALL BE INSTALLED IN THE EXISTING LOCATIONS.
- ALL EXISTING COPPER DOWNSPOUTS, GUTTERS AND FLASHING TO BE REMOVED TO PERFORM NEW WORK SHALL BE RECYCLED. GENERAL CONTRACTOR SHALL PROVIDE EVIDENCE TO THE OWNER THAT THESE MATERIALS WERE RECYCLED.

PROJECT NO:

19-002

DATE

03/28/19

REVISIONS

NO. DATE

000 00/00/00

FACILITY CODE

K R H ARCHITECTS
855 ABUTMENT RD - SUITE 4, DALTON, GA 30721
TEL (706) 529-5895

ROOF REPLACEMENT FOR:
DALTON CITY HALL
DALTON, GA
CITY OF DALTON, GA

SHEET INDEX

ROOF PLAN

DRAWING NO.

A1.171

OVERALL ROOF PLAN

SCALE: 1/8" = 1'-0"

FOR CONSTRUCTION