



**MAYOR AND COUNCIL MEETING  
MONDAY, MAY 03, 2021  
6:00 PM  
DALTON CITY HALL**

**AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Please Complete Public Commentary Card Prior to Speaking)*

**Proclamation:**

- [1.](#) National Travel and Tourism Week - May 2-8, 2021 - Margaret Thigpen

**Minutes:**

- [2.](#) Mayor and Council Minutes of April 19, 2021

**New Business:**

- [3.](#) Burr Park Facility Update - Mr. David Aft, Community Foundation of Northwest GA
- [4.](#) (1) New 2021 Alcohol Beverage Application
- [5.](#) FY-2020 Budget Amendment #7.
- [6.](#) FY-2021 Budget Amendment #1.
- [7.](#) Resolution 21-05 Authorizing the Adoption and Approval of The Fiscal Year 2021 - 2022 Annual Action Plan Under the Community Development Block Grant Program
- [8.](#) Contract for Services with Integrated Sitework, LLC for the Brookwood Drive Flood Mitigation & Stormwater Improvements Project
- [9.](#) Ratification of Contract for Services with Dilbeck Lawn and Landscape Design, Inc. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton
- [10.](#) Ratification of Contract for Services with H & H Exteriors, LLC. for the 2021-2023 Mowing and Other Landscaping Services at Dalton Municipal Airport

**Supplemental Business**

**Adjournment**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** May 3, 2021

**Agenda Item:** Proclamation

**Department:** Dalton Area Convention & Visitors Bureau

**Requested By:** Margaret Thigpen

**Reviewed/Approved by City Attorney?** N/A

**Cost:** N/A

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

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

Proclamation in celebration of National Travel & Tourism Week.

# PROCLAMATION



## “NATIONAL TRAVEL AND TOURISM WEEK”

**WHEREAS**, the Power of Travel has been a consistent driver of the Dalton-Whitfield County economy and workforce; and

**WHEREAS**, travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in the U.S., supporting 17 million jobs in 2019; and

**WHEREAS**, spending by travelers has aided state and local governments alike, generating \$180 billion in tax revenue in 2019 to support essential services and programs; and

**WHEREAS**, travel and tourism-dependent businesses and organizations, 83% of which are small businesses, are responsible for welcoming visitors from all around the world to explore Dalton-Whitfield County and all our country has to offer; and

**WHEREAS**, last year, the coronavirus pandemic devastated every sector of the travel industry with staggering declines in 2020 compared to 2019, affecting every community in the country, including Dalton-Whitfield County; and

**WHEREAS**, the travel industry cannot recover without the full return of leisure and business travel, as well as meetings and events, by both domestic and international visitors; and

**WHEREAS**, the power of travel will revive Dalton-Whitfield County and the United States and drive us forward to a more prosperous future.

**NOW, THEREFORE BE IT RESOLVED**, I, David Pennington, Mayor of the City of Dalton, Georgia, hereby proclaim May 2-8, 2021 as “NATIONAL TRAVEL AND TOURISM WEEK” and urge our citizens to join me in recognizing the critical role this industry plays in Dalton-Whitfield County.

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

Mayor \_\_\_\_\_

Date \_\_\_\_\_ May 3, 2021

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
APRIL 19, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney Terry Miller.

CALLED TO ORDER

The Mayor called the meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no public comments.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the agenda of April 19, 2021 and included the Supplemental Item: Mowing Contract. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of April 5, 2021. On the motion of Council member Waugh, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

ORDINANCE 21-06 CITY OF REFUGE REZONING

NWGRC Assistant Planning Director Ethan Calhoun presented the request of City of Refuge to rezone from Heavy Manufacturing (M-2) to Mixed Use (MU) a tract of land totaling 2.13 acres located at 416 S. Glenwood Avenue, Dalton, Georgia. Parcel (12-238-17-001). Calhoun stated the Planning Commission approved the request. On the motion of Council member Crews, second Council member Waugh, the rezoning request was approved. The vote was unanimous in favor.

ORDINANCE 21-07 RENAMING A PORTION OF DUG GAP BATTLE ROAD TO TONY INGLE PARKWAY

The Mayor and Council reviewed Ordinance 21-07 Renaming a Portion of Dug Gap Battle Road to Tony Ingle Parkway from mile marker 0.00 at the intersection of College Drive westerly to its intersection with Battlefield Parkway. On the motion of Council member Crews, second Council member Waugh, the Ordinance was adopted. The vote was unanimous in favor.

TASK ORDER #3 CROY ENGINEERING FOR LAND AND AVIGATION EASEMENT ACQUISITIONS

The Mayor and Council reviewed Task Order #3 with Croy Engineering for land and avigation easement acquisitions off the end of runway 32 at the Dalton Airport for the purpose of runway approach obstruction removal. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the Task Order at a cost of \$43,070.00. The vote was unanimous in favor.



DALTON MUNICIPAL AIRPORT GROUND LEASE - MR. STEVE HERNDON

The Mayor and Council reviewed the Dalton Municipal Airport Ground Lease with Mr. Steve Herndon for a 70'x70' plot of land for the purpose of constructing a corporate box hangar. On the motion of Council member Crews, second Council member Harlan, the lease was approved. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT - 807 JUDD TERRACE

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council ratified of Demolition Agreement and Easement for 807 Judd Terrace at an estimated cost for landfill tipping fees of \$2000.00. The vote was unanimous in favor.

PROFESSIONAL SERVICES TASK ORDER 006 WITH ARCADIS U.S., INC.  
STORMWATER INFRASTRUCTURE STRATEGY – CITY OF DALTON, GA

Public Works Director Andrew Parker presented the Professional Services Task Order 006 with Arcadis U.S., Inc. – Stormwater Infrastructure Strategy. A. Parker stated the order is to assist the City with the development of a stormwater infrastructure strategy for addressing infrastructure needs related to the City's stormwater system. A. Parker further stated that the project should not exceed \$269,560.00 to be paid from the 2015 SPLOST. On the motion of Council member Harlan, second Council member Crews, the task order was approved. The vote was unanimous in favor and the components of the task order are a part of these minutes.

RENEWAL OF HVAC SERVICE AGREEMENT WITH EMCOR FOR 100 S. HAMILTON STREET

Human Resources Director Greg Batts presented the Renewal of HVAC Service Agreement with EMCOR for 100 S. Hamilton Street. Batts stated the cost of the renewal agreement is \$3780.00 with no additional cost from the previous year. On the motion of Council member Waugh, second Council member Crews, the agreement was approved. The vote was unanimous in favor.

LEASE AGREEMENT WITH DOWNTOWN DALTON DEVELOPMENT AUTHORITY  
FOR OFFICE SPACE AT CITY HALL

City Administrator Jason Parker presented the Lease Agreement with Downtown Dalton Development Authority for Office Space at City Hall requested by the DDDA Board of Directors. Parker stated the agreement is for two offices at Dalton City Hall at a cost of \$1.00 per year. On the motion of Council member Harlan, second Council member Waugh, the agreement was approved. The vote was unanimous in favor.

BOARD APPOINTMENT FOR THE DACVB BOARD

On the motion of Council member Waugh, second Council member Crews, the Mayor and Council approved Kim Bobo to replace George Woodward for a 2 year term to expire April 19, 2023. The vote was unanimous in favor.

SUPPLEMENTAL BUSINESS

MOWING CONTRACT

Public Works Director Andrew Parker asked the Mayor and Council for authorization for city staff to procure the 2<sup>nd</sup> place bidder of a mowing contract due to the fact that the current providers' (1<sup>st</sup> place bidder) contract has been terminated for being in default of the contract terms. A. Parker stated that the contract will be ratified at the next Mayor and Council meeting. Note: bids were accepted fall of 2020. On the motion of Council member Waugh, second Council member Goodlett, the Mayor and Council authorized the request. The vote was unanimous in favor.

ADJOURNMENT

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

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

\_\_\_\_\_  
David Pennington, Mayor

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 05/03/21

**Agenda Item:** Update on Burr Park Facility

**Department:** Administration

**Requested By:** Jason Parker

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

**Cost:**

**Funding Source if Not  
in Budget**

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

David Aft will be providing an update on the Burr Park facility.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 05/03/2021

**Agenda Item:** (1) New 2020 Alcohol Beverage Applications

**Department:** City Clerk

**Requested By:** Gesse Cabrera

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

**Cost:** N/A

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

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

(1) New Alcohol Beverage Application recommendation by the PSC on the regular April 27, 2021 meeting.

**2021 ALCOHOL BEVERAGE APPLICATION**

**PSC TUESDAY APRIL 27, 2021**

**M&C MONDAY MAY 3, 2021**

**(1) 2021 ALCOHOL APPLICATIONS**

- |                    |                           |
|--------------------|---------------------------|
| 1. Business Owner: | LRR Investment, LLC       |
| d/b/a:             | El Rey de Oro             |
| Applicant:         | Luciano Rodriguez-Ramirez |
| Business Address:  | 1531 East Morris St       |
| License Type:      | Pouring Beer (Lounge)     |
| Disposition:       | <b>New</b>                |



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5-3-21

**Agenda Item:** Budget Amendment #7 - Final 2020

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** \$0

**Funding Source if Not in Budget** NA

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

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Final 2020 Budget Amendment for various funds.

## 2020 Final Budget Amendment

### Amendment #7

General Fund	Increase (Decrease)	
<b>Revenues &amp; Transfers-In</b>		
Intergovernmental - LMIG	\$ 365,900	(1)
Revenue - TAVT	297,000	(2)
Revenue - Sales Tax	589,100	(3)
	<u>\$ 1,252,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Transfer Out - Airport Grant Fund	\$ (48,290)	(4)
Transfer Out - Debt Service Fund	(375,100)	(5)
Infrastructure - COVID Supplies	(89,930)	(6)
	<u>\$ (513,320)</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ 1,765,320</u></u>	

- (1) To record 2021 LMIG fund received 2020
- (2) To record excess Title Advalorem Tax received 2020
- (3) To record excess Sales Tax revenue received 2020
- (4) To reduce to actual grant match for 2020
- (5) To reduce to actual debt service transfer for 2020
- (6) To reduce to actual expended on COVID Supplies for 2020

Debt Service Fund	(Decrease)	
<b>Revenues &amp; Transfers-in</b>		
Rebate - IRS	\$ 43,590	(1)
Interest Revenue	315	(1)
Transfer-in General Fund	(742,900)	(2)
	<u>\$ (698,995)</u>	
<b>Expenditures &amp; Transfers-out</b>		
Bond interest + principal	\$ (730,500)	(2)
	<u>\$ (730,500)</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ 31,505</u></u>	

- (1) To adjust for actual rebate and interest income
- (2) Remove anticipated 2020 bond issuance budget

## 2020 Final Budget Amendment

### Amendment #7

<b>CIP Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-in</b>		
Interest Income	\$ (9,000)	(1)
Transfer from General Fund	589,520	(1)
	<u>\$ 580,520</u>	(1)
<b>Expenditures &amp; Transfers-out</b>		
Departmental Capital Projects	\$ 559,065	(1)
Transfer to Airport	21,455	(1)
	<u>\$ 580,520</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

(1) To adjust budget to actual

<b>2007 SPLOST Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-in</b>		
Intergovernmental Revenues	\$ (78,000)	(1)
	<u>\$ (78,000)</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital Projects	\$ (78,000)	
	<u>\$ (78,000)</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

(1) To close out fund and adjust budget to actual

<b>2015 SPLOST Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Intergovernmental Revenue	\$ 651,844	(1)
Interest Income	55,556	(1)
	<u>\$ 707,400</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital - Streets, Bridges, Stormwater	\$ 707,400	(1)
	<u>\$ 707,400</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

(1) To record 2020 actual revenue and increase offsetting capital accounts



## 2020 Final Budget Amendment

### Amendment #7

2020 SPLOST FUND	Increase (Decrease)	
<b>Revenues &amp; Transfers-In</b>		
Intergovernmental - SPLOST	\$ 19,099,000	(1)
	<u>\$ 19,099,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital Project - John Davis Rec Center	\$ 8,500,000	(1)
Capital Project - Heritage Point Park	2,675,000	(1)
Capital Equipment - Fire Department	2,612,000	(1)
Capital Project - Senior Center	425,000	(1)
Capital Equipment - Police Department	735,000	(1)
Capital Project - Property & Evidence Building	1,621,000	(1)
Capital Equipment - Public Works	531,000	(1)
Capital Projects - Roads, Streets, and Bridges	2,000,000	(1)
	<u>\$ 19,099,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) To establish the 2020 SPLOST multi-year fund per SPLOST resolution

Airport Grant Fund	Increase (Decrease)	
<b>Revenues &amp; Transfers-in</b>		
Federal Grant Revenue	\$ (919,225)	(1)
State Grant Revenue	(48,290)	(1)
Transfer-in General Fund	(48,290)	(1)
	<u>\$ (1,015,805)</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital	\$ (1,015,805)	(1)
	<u>\$ (1,015,805)</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) To adjust airport grant budget to actual grant revenue - expenditures

## 2020 Final Budget Amendment

### Amendment #7

#### CCBG Fund

(Decrease)

##### Revenues & Transfers-in

Federal Grant Revenue	\$ 297,270	(1)
	<u>\$ 297,270</u>	

##### Expenditures & Transfers-out

Project Admin	\$ 59,455	(1)
Economic Development	174,815	(1)
Public Service	63,000	(1)
	<u>\$ 297,270</u>	

##### Net Increase (Decrease) Budgeted Fund Balance

\$ -

- (1) To establish budget for CDBG-CV3 grant award

#### TAD#1 Fund

Increase  
(Decrease)

##### Revenues & Transfers-In

Property Tax	\$ (4,800)	(1)
	<u>\$ (4,800)</u>	

##### Expenditures & Transfers-out

Contract Services	\$ (4,800)	(1)
	<u>\$ (4,800)</u>	

##### Net Increase (Decrease) Budgeted Fund Balance

\$ -

- (1) To record 2020 actual revenue and increase offsetting expenditure budget



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5-3-21

**Agenda Item:** 2021 Budget Amendment #1

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** \$0

**Funding Source if Not  
in Budget** NA

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

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Budget amendment to establish 2021 Bond Issuance and Contract Payment for HR -  
refer to attached for details.

## 2021 Budget Amendment

### Budget Amendment #1

#### General Fund

	<b>Increase (Decrease)</b>	
<b>Expenditures &amp; Transfers-out</b>		
HR - Contract Services	\$ 27,500	(1)
Contingency	(27,500)	
	<u>\$ -</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u>\$ -</u>	

(1) IRA Group retirement plan services and Valic termination fee (approved by M&C 10/20)

#### Debt Service Fund

	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Other Financing Sources</b>		
Debt Issuance	\$ 2,725,000	(1)
Premium on Bond	558,615	(1)
	<u>\$ 3,283,615</u>	
<b>Expenditures &amp; Transfers-out</b>		
Refund 2010 Bond	\$ 3,232,585	(1)
Cost of Issuance	51,030	(1)
	<u>\$ 3,283,615</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u>\$ -</u>	

(1) To record budget for refunding 2010 Recovery Zone Bond

#### Bonded Capital Projects Fund

	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Other Financing Sources</b>		
Debt Issuance	\$ 15,635,000	(1)
Premium on Bond	1,405,415	(1)
	<u>\$ 17,040,415</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital Projects	\$ 16,770,305	(1)
Cost of Issuance	270,110	(1)
	<u>\$ 17,040,415</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u>\$ -</u>	

(1) To record issuance of 2021 Bond for Capital Projects (Market St., Stormwater, Aquatic Center)

**CITY OF DALTON  
BUDGET AMENDMENT REQUEST**



**Department Making Request:** Human Resources

**Date of Request:** 4/16/2021

**Reason for budget amendment request:**

Expenses related to conversion from AIG/VALIC to Empower - Defined Contribution Plan: \$25,000 consultant fee to IRA Group and \$2,500 early termination fee for VALIC fixed accounts (\$5,000 - DU's 1/2 pmt)

**Has contract, commodity, or service been previously approved by Mayor & Council?**

Yes

**If yes, please provide the date the Council approved the contract, commodity, or service:**

October 2020

**Is there a revenue budget line to offset the budget increase request?**

No

**If so, please provide a description of the revenue source & expected date of receipt of funds:**

Budget Account (Org, Object, Project)	Current Budget	Amendment Amount	Adjusted Budget
144600-5212210	\$ -	\$ 27,500	\$ 27,500
<b>Total Budget Amendment</b>	<b>\$ -</b>	<b>\$ 27,500</b>	<b>\$ 27,500</b>



**INVESTMENT RESEARCH & ADVISORY GROUP, INC.**  
**A REGISTERED INVESTMENT ADVISER**

1230 Peachtree Street NE, Suite 3800  
Atlanta, Georgia 30309  
(404) 760-3730

Client: **City of Dalton**  
Plan: **City of Dalton Retirement Plan**  
Services Rendered: **1/1/21-3/31/21**  
Invoice Number: **2021-1**  
Invoice Date: **8-Apr-21**

<i><b>For retirement plan services relating to the following matters:</b></i>	<u>Amount</u>
Vendor Search Project	\$12,500.00

***Expense Reimbursement:***

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Total Retirement Plan Services	\$12,500.00
Total Expense Reimbursement	<u>\$0.00</u>
<b>TOTAL INVOICE</b>	<b>\$12,500.00</b>

<u>Billing Rates:</u>	
Retirement Plan Consulting	Per Quarter \$0.00
Investment Advisory Services	
Employee Communications	

**TOTAL DUE UPON RECEIPT**  
Please make check payable to: Investment Research & Advisory Group, Inc.

## SOURCES AND USES OF FUNDS

The City of Dalton Building Authority (Georgia)  
Revenue Bonds (City of Dalton Projects), Series 2021  
Final Numbers

Dated Date 04/20/2021  
Delivery Date 04/20/2021

Sources:	Refunding of 2010 Recovery Zone Bonds	New Money Portion	Total
Bond Proceeds:			
Par Amount	2,725,000.00	15,635,000.00	18,360,000.00
Net Premium/OID	558,613.65	1,405,412.30	1,964,025.95
	3,283,613.65	17,040,412.30	20,324,025.95
Uses:	Refunding of 2010 Recovery Zone Bonds	New Money Portion	Total
Project Fund Deposits:			
Project Fund		16,750,000.00	16,750,000.00
Refunding Escrow Deposits:			
Cash Deposit	3,232,584.55		3,232,584.55
Cost of Issuance:			
Cost of Issuance	40,815.63	234,184.37	275,000.00
Delivery Date Expenses:			
Underwriter's Discount	8,932.82	51,253.10	60,185.92
Other Uses of Funds:			
Additional Proceeds	1,280.65	4,974.83	6,255.48
	3,283,613.65	17,040,412.30	20,324,025.95



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5-3-21

**Agenda Item:** Resolution for Adoption of 2021 - 2022 Annual Action Plan

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** \$396,455

**Funding Source if Not in Budget** CDBG Funding

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

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HUD requires entitlement communities to prepare and approve an Annual Action Plan (AAP) for each of the 5-years under the Consolidated Plan. The AAP has been published for the 5-day citizen participation, review and comment period as required by HUD.



**RESOLUTION 21-05**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2021 - 2022 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**WHEREAS**, the City of Dalton has been designated as an “Entitlement Community” and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and

**WHEREAS**, HUD requires entitlement Communities to prepare and approve an Annual Action Plan for each of the five years under the Consolidated Plan in order to establish activities associated with the priorities designated under the Consolidated Plan; and

**WHEREAS**, the Draft Annual Action Plan 2021 - 2022 has been published for the HUD required 5-day citizen participation, review and comment period;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Dalton, Georgia that the Annual Action Plan Fiscal Year 2021 – 2022 be adopted and forwarded to HUD and that approval of the Draft includes responses to citizen comments and any HUD required directives; and that this Resolution shall be effective upon adoption.

**NOW, THEREFORE**, this Resolution was unanimously adopted by the City of Dalton Mayor and Council on this 3<sup>rd</sup> day of May.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
David Pennington  
Mayor

**ATTESTED TO:**

\_\_\_\_\_  
City Clerk



# CITY OF DALTON

# 2021 ANNUAL ACTION PLAN

City of Dalton  
300 West Waugh Street  
Dalton, GA 30720  
Website: [www.daltonga.gov](http://www.daltonga.gov)  
Phone: (706) 529-2470  
Email: [cdbg@daltonga.gov](mailto:cdbg@daltonga.gov)

Annual Action Plan

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## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

As recipients of federal grant funds, HUD requires the City of Dalton to produce a Five-Year Consolidated Plan and Annual Action Plan. It also serves as the application for funding for the Community Development Block Grant (CDBG) federal entitlement program that serves low-income individuals and families.

The City of Dalton's Five-Year Consolidated Plan (Con Plan) identifies the community's affordable housing, community development, and economic development needs. It outlines a comprehensive and coordinated strategy for addressing them. The City's current five-year strategy will focus primarily on devoting federal resources to areas in the city where the greatest concentration of poverty exists. FY 2021 Annual Action Plan will continue to meet these needs.

HUD has established three priority goals for jurisdictions across the country to pursue as part of their consolidated planning efforts: decent housing, a suitable living environment, and providing economic opportunity. The City attains these goals by utilizing CDBG funds consistent with the following performance measures:

***Decent Housing:*** The provision of decent housing assists the homeless and persons at risk of becoming homeless in obtaining housing; retains the existing units in the housing stock; increases the availability of permanent housing in standard condition and affordable cost to low- and moderate-income (LMI) families. Decent housing also increases the supply of supportive housing with services needed to enable persons with special needs to live independently and provides affordable housing for low to moderate-income persons in areas that are accessible to job opportunities.

***Suitable living environment:*** The provision of a suitable living environment improves the safety and livability of neighborhoods; increases access to quality public and private facilities and services; reduces the isolation of income groups within a community or geographical area by offering housing opportunities for persons of lower-income and revitalizes deteriorating or deteriorated neighborhoods; restores, enhances, and preserves natural and physical features of unique value for historic, architectural or aesthetic reasons; and conserves energy resources.

***Provide economic opportunity:*** The provision of expanded economic opportunities creates and retains jobs; establishes, stabilizes, and expands small businesses (including micro-businesses); provides public services concerned with employment; provides jobs to low-

*income persons living in areas affected by those programs and activities; makes available mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices; provides access to capital and credit for development activities that promote the long-term economic and social viability of the community, and provides empowerment and self-sufficiency opportunities for low-income persons to reduce generational poverty in federally-assisted and public housing.*

## **2. Summarize the objectives and outcomes identified in the Plan**

***This could be a restatement of items or a table listed elsewhere in the plan, or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.***

During the development of the Consolidated Plan, the City identified four priority needs. Guidelines for addressing these priority needs over the next year are summarized below:

- **Affordable Housing**
  - Housing Rehabilitation
- **Public Facility and Infrastructure Improvements**
  - Rehabilitation, acquisition, accessibility improvements of neighborhood facilities
  - Park Improvements
  - Sidewalk and Infrastructure Improvements
  - Support services for populations with special needs (e.g., elderly, persons with disabilities)
- **Public Services**
  - Health and dental services
  - Services for the homeless and at-risk populations
  - Youth and childcare programs
  - Transportation for seniors and youth
  - Food Delivery Program

## **3. Evaluation of past performance**

***This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.***

The goals and projects identified in this Annual Action Plan were developed using strategies that have been proven successful, revisions to past approaches, and new strategies where needed. The City of Dalton reported a total of **\$610,379.86** in CDBG expenditures to address community development needs in its most recent Consolidated Annual Performance Evaluation Report

(CAPER). CDBG funds were allocated for sidewalk improvements, code enforcement, affordable rental rehabilitation, and abused and neglected spouses. The City highlights these projects below:

- The City of Dalton utilized **\$16,392.21** of CDBG funds for code enforcement activities in low and moderate-income areas. A total of 381 corrective citations were issued and addressed by homeowners.
- The City of Dalton also used **\$71,899.84** of CDBG funds for administration and planning activities.
- The City of Dalton utilized **\$231,359.79** of CDBG funds to install 1,060 feet of new sidewalks at Richardson Street and Trammell Street. The sidewalks were constructed of poured-in-place concrete with a brushed finish in compliance with ADA and Federal design standards.
- The City of Dalton utilized **\$275,000.00** of CDBG funds to rehabilitate existing affordable rental housing units for LMI households plus special needs and homeless individuals
- Northwest Georgia Family Crisis Center, Inc used a total of **\$15,653.00** in CDBG funds for domestic violence survivors.

#### **4. Summary of Citizen Participation Process and consultation process**

*Summary from citizen participation section of the plan.*

During the PY2021 Annual Action Plan preparation, a virtual Public Review Meeting was held on Wednesday, April 14, 2021, to obtain comments on the PY2021 Annual Action Plan draft and funding recommendations for PY2021 CDBG Program. A 30-day comment period commenced on Thursday, April 1, 2021, and concluded on Friday, April 30, 2021. The PY2021 Annual Action Plan draft is available for review in hard copy at the City of Dalton City Hall located at 300 W. Waugh Street, Dalton, GA 30722.

#### **5. Summary of public comments**

***This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.***

No comments were received.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

The City of Dalton's CDBG Program Office accepted all comments received during the Public Comment Period and Public Review Meeting.

## **7. Summary**

This Annual Action Plan identifies projects in which the City will use CDBG funds to carry out previously identified priorities established in the City's PY2019-2023 Consolidated Plan. Identifying these specific priorities is a product of extensive consultation with community stakeholders combined with data from the U.S. Census and other sources that indicate housing and community development needs in Dalton.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

*Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant. The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.*

Agency Role	Name	Department/Agency
CDBG Administrator	Cindy Jackson	City of Dalton Finance Department

Table 1 – Responsible Agencies

### Narrative (optional)

The City of Dalton is the lead agency for developing, administering, and reviewing the 2021 Annual Action Plan. The City's Finance Department provides administrative support and oversight. The Annual Action Plan provides an annual strategy to address the City's housing and community development needs with CDBG funds. All CDBG-funded projects are reviewed and monitored by the City's Finance Department for compliance with applicable federal rules and regulations.

### Consolidated Plan Public Contact Information

Public concerns, issues, or comments regarding the Consolidated Plan and Annual Action Plan may be directed to:

Ms. Cindy Jackson,  
Chief Financial Officer  
City of Dalton  
300 West Waugh Street  
Dalton, GA 30720  
Phone: (706) 529-2460  
Email: [cjackson@daltonga.gov](mailto:cjackson@daltonga.gov)



## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The City developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included public meetings, neighborhood meetings, published meeting notices, and a web survey conducted in English and Spanish.

Consultation with the community and affected service providers is a fundamental component of the Action Plan process. The City of Dalton consulted with citizens, municipal officials, nonprofit agencies, public housing agencies, governmental agencies, and the Continuum of Care in preparing this Plan.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))**

The City of Dalton encouraged citizens to participate in developing this plan and in the review of progress in implementing plan activities. The City particularly encourages involvement by low-and moderate-income households residing in areas targeted for program activities for minorities and non-English speaking persons and persons with disabilities. Also, residents of public housing and other assisted housing are encouraged to participate. A special effort is made to assure those low-and moderate-income persons; households in areas supported by program activities and persons with special needs have opportunities to participate. The City will provide translators for non-English speaking persons who request assistance at least seven days before hearings or other meetings in the planning process.

The City held one public meeting through its public participation process before developing the plan and one public meeting to review the draft priorities. The Citizen Participation Section of this plan summarizes the public comments and drafts of the document are posted on the City’s webpage and at City Hall.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Dalton is part of the Balance of State Continuum of Care administered by the Georgia Department of Community Affairs. The City of Dalton collaborates locally with the Dalton Whitfield Community Development Corporation (DWCDC) to stay abreast of the needs of homeless persons and persons at risk of homelessness in Dalton. Through the DWCDC, the City shares data regarding homeless needs in the City and working through regulatory compliance issues as they arise. The DWCDC is also the lead agency on the Point in Time Count, a survey taken every January of all the homeless served in Dalton and Whitfield County.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies, and procedures for the operation and administration of HMIS.**

The City coordinates with the Dalton Whitfield Community Development Corporation, a participant in the GA-501 Georgia Balance of State Continuum of Care. The CoC is directly responsible for the following:

- Measuring performance community-wide as it relates to reducing homelessness;
- Developing and managing a centralized or coordinated assessment that addresses housing and services needs for all individuals and families who experience homelessness;
- Preparing and overseeing the application for community funding; and establishing funding priorities.

**2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities.**

Representatives from the broad community, community councils, social service agencies, businesses, housing agencies, community development corporations, and other government agencies were consulted during this Plan's preparation.

1	<b>Agency/Group/Organization</b>	DALTON
	<b>Agency/Group/Organization Type</b>	Other government - Local Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Dalton is the Grantee and prepares the Annual Action Plan.
2	<b>Agency/Group/Organization</b>	DALTON WHITFIELD COMMUNITY DEVELOPMENT CORP.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Service-Fair Housing Planning organization Neighborhood Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Strategy Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency was consulted for homeless needs and fair housing information. DWCDC provides the City with numbers and reports throughout the year to assist with the community's planning and needs.
3	<b>Agency/Group/Organization</b>	Family Promise of Whitfield County
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency was consulted for homeless families' needs with children by invitation to the Public Hearings and emails to non-profits. Family Promise recommended the continuation of funds for public service for housing support and counseling.
4	<b>Agency/Group/Organization</b>	NORTHWEST GEORGIA FAMILY CRISIS CENTER, INC.
	<b>Agency/Group/Organization Type</b>	Housing Services-Children Services-Victims of Domestic Violence Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency was consulted for the needs of homeless women with children by invitation to the Public Hearings and emails to non-profits. NWGFCC recommended continuing funds for public service for housing support and counseling for women of domestic abuse.
5	<b>Agency/Group/Organization</b>	The Housing Authority of the City of Dalton
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Dalton consults with the HACD for public housing needs.

**Table 2 – Agencies, groups, organizations that participated.**

**Identify any Agency Types not consulted and provide a rationale for not consulting.**

The City did not exclude any agency type or agency during this process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Georgia Balance of State	Coordinating homelessness services with Continuum of Care priorities
Redevelopment Plan	City of Dalton	Coordinating community development plans with broader plans to redevelop commercial areas

Table 3 – Other local / regional / federal planning efforts

## AP-12 Participation – 91.105, 91.200(c)

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

During the PY2021 Annual Action Plan preparation, a virtual Public Review Meeting was held on Wednesday, April 14, 2021, to obtain comments on the PY2021 Annual Action Plan draft and funding recommendations for PY2021 CDBG Program. A 30-day comment period commenced on Thursday, April 1, 2021, and concluded on Friday, April 30, 2021. The PY2021 Annual Action Plan draft is available for review in hard copy at the City of Dalton City Hall located at 300 W. Waugh Street, Dalton, GA 30722.

The City took the following measures to encourage citizen participation:

- Posted copies of the draft plan in Dalton City Hall and notified the public of the location of the document in the final hearing legal advertisement;
- Published draft plan electronically on the City's website;
- Provided public comment opportunity on the plans at one formal meeting;
- Published all meetings in the local newspaper legal advertisement section;
- Solicited comments from social service agencies;
- Advertised final public hearing in the local newspaper held on April 1, 2021
- A draft of the Annual Plan for FY2021 was placed on public display for five days beginning April 1, 2021.
- The City held a virtual public hearing on Wednesday, April 14, 2021, to obtain final comments on the draft FY2021 Annual Action Plan and the proposed use of CDBG funds for the 2021 program year. There were no comments received during this meeting.

The City used a combination of empirical research, historical data, and citizen input to set goals identified in this plan.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/ broad community	There was one virtual public meeting held with a total of 4 attendees.	Affordable housing, infrastructure improvements, economic development, lack of public transportation, commercial revitalization, housing rehabilitation for disabled adults, and employment were the top needs identified. Some other concerns expressed were the lack of coordination of services from nonprofits and better schools.	All comments were accepted	n/a
2	Newspaper Ad	Non-targeted/ broad community	The public was notified of the public meetings via a newspaper ad in the Daily Citizen-News	The City did not receive any comments based solely on the newspaper ad.	All comments were accepted	n/a

Table 4 – Citizen Participation Outreach



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Dalton receives a direct allocation of Community Development Block Grant funds. The City administers the CDBG program in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities. On Tuesday, March 2, 2021, HUD published the PY2021 allocation for the CDBG programs. HUD allocated \$396,455 in CDBG funds. The City does not anticipate receiving any program income during the next Plan Year.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$396,455	\$0	\$403,265.42	\$799,720.42	\$1,592,630.42	CDBG funding will address housing, community development, and economic development needs in the City. Agencies will leverage CDBG funds with other public social service dollars and private donations.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.**

The federal funding listed above is funding, which is received annually to support activities outlined in this Plan. Although there are no guarantees of this funding, particularly in the current budget environment, the City has historically received these funds. It expects to continue to receive CDBG funds for the period covered by this Plan. The City will continue to encourage the leveraging of federal funds to increase services to residents. The nonprofit organizations funded have the financial capacity through foundations and fundraising campaigns to leverage CDBG

funds and expand their services to benefit more low and moderate-income persons.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the plan's needs.**

Not applicable

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CDBG Planning and Administration	2021	2022	Non-Housing Community Development Needs	Citywide	Administrative and planning costs to operate the CDBG program successfully	CDBG-\$	Not applicable
2	Provide Public Services	2021	2022	Non-Housing Community Development Needs	Citywide	Increase the Capacity of Public Services	CDBG-\$	CDBG- Public Service Activities other than Low/Moderate Income Persons Assisted Assisted: 100
3	Public Facility	2021	2022	Public Facility	Citywide	Facility renovations services low and moderate clients	CDBG-\$	Public Facility: Number of Persons Served: 100

**Table 6 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name:</b> Planning and administration
	<b>Goal Descriptions:</b> Administrative and planning costs to operate the CDBG program successfully
2	<b>Goal Name:</b> Provide public services
	<b>Goal Description:</b> Provision of public services for projects that provide recreational activities, educational opportunities, and job skills to youth; supportive services to low and moderate-income households and persons with special needs
3	<b>Goal Name:</b> Public Facility
	<b>Goal Description:</b> Facility renovations services low and moderate clients

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b).**

The City will utilize its CDBG-CV3 funding to provide emergency rental assistance for at least 50 households who are extremely low-income, low-income, and moderate income family.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City has planned the following projects for the upcoming year and identified them in the table below with additional details in Section AP-38.

#### Projects

Sort	Project Title
1	Northwest Georgia Family Crisis
2	Latin American Association
3	Boys & Girls Club
4	Dalton Housing Authority
5	City of Refuge
6	City of Dalton

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate-income (LMI) persons is 51% or higher. The City defines “area of minority concentration” and “area of low-income concentration” as those census tracts with concentrations of minority populations or low-income populations, respectively, statistically and significantly more significant than the minority or low-income population for the City as a whole. For this Annual Plan, “Minority concentration” is defined as those tracts with greater than 51% low and moderate-income.



## AP-38 Project Summary

### Project Summary Information

No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	Northwest Georgia Family Crisis	Provide Public Services	Citywide - Other	Public Services	CDBG : \$17,500
	Description	CDBG Public Services, operating costs for Community Latino Specialist for Domestic Violence			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Citywide			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	CDBG funds will be utilized for operating costs for a community latino domestice violence specialist.			
2	Latin American Association	Provide Public Services	Citywide - Other	Public Services	CDBG : \$21,000
	Description	CDBG Public Services, Operating costs for homeless/at risk homeless Latino households			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Citywide			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	CDBG funds will be utilized for operating costs for homeless/at risk homeless Latino households			
3	Boys & Girls Club	Provide Public Services	Citywide - Other	Public Services	CDBG : \$20,000
	Description	CDBG Public Services, Operating costs for LMI Teen Program			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	40			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	CDBG Public Services, Operating costs for LMI Teen Program			



No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
4	Dalton Housing Authority	Public Facility Improvements	Citywide - Other	PUBLIC FACILITY AN	CDBG : \$160,000
	Description	Public Facility renovations to replace HVAC Phase 6 - Beechland Property			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	93			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Public Facility renovations to replace HVAC Phase 6- Beechland Property			
5	City of Refuge	Public Facility Improvements	Citywide - Other	PUBLIC FACILITY AN	CDBG : \$98,664
	Description	Subrecipient will utilize CDBG funds for public facility renovations			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	400			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Subrecipient will utilize CDBG funds for public facility renovations			
6	City of Dalton	CDBG Planning and Administration	Citywide - Other	CDBG Planning & Ad	CDBG : \$79,291
	Description	CDBG Program Administration & Planning			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)				
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	CDBG Program Administration & Planning			

## AP-50 Geographic Distribution – 91.220(f)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.**

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate-income (LMI) persons is 51% or higher. The City defines “area of minority concentration” and “area of low-income concentration” as those census tracts with concentrations of minority populations or low-income populations, respectively, statistically and significantly more significant than the minority or low-income population for the City as a whole. For this Annual Plan, “Minority concentration” is defined as those tracts with greater than 51% low and moderate-income.

### Geographic Distribution

Target Area	Percentage of Funds
Citywide	80%

**Table 8 - Geographic Distribution**

### The rationale for the priorities for allocating investments geographically.

The City will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons. A portion of CDBG funds will be used in low-income neighborhoods to improve housing conditions and access essential services. This allocation method will enable the City to serve the most disadvantaged residents, given the limited funding available.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The special needs population will be served through local service providers. The homeless population will be served through the Continuum of Care. The goals below are estimates based on the 2021 program year.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	100
Special-Needs	0
Total	100

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	50
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

**Table 10 - One Year Goals for Affordable Housing by Support Type**

## AP-60 Public Housing – 91.220(h)

### **Introduction**

The City does not own or manage any public housing. The Dalton Housing Authority is a separate legal entity that oversees public housing within the City's jurisdiction.

### **Actions planned during the next year to address the needs for public housing.**

The City of Dalton will provide the Housing Authority of Dalton with necessary funding to improve living conditions for low income households.

### **Actions to encourage public housing residents to become more involved in the management and participate in homeownership.**

Not Applicable

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.**

Not Applicable

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City of Dalton's Annual Action Plan provides funding support for agencies providing services to the homeless. CDBG funds are also being provided for existing housing service providers to homeless populations.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness, including.**

The City of Dalton will continue to work closely with agencies affiliated with the Georgia Balance of State CoC. Dalton and the CoC will prioritize families who have received a summons for eviction. In Georgia, the highest predictor of homelessness is a summons for eviction. We know that once a household lands in eviction court, the landlord will be granted relief and will place a lock on the door, retaining all possessions, usually immediately after court. Other risk factors include a history of instability and a dramatic change in income. In the next ESG funding cycle, the Georgia Balance of State CoC will prioritize individuals and families seeking rapid rehousing and homelessness prevention in the coordinated entry process. We hope that prevention dollars can be used for households most in need and reduce the number of families who fall into homelessness.

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.**

The City participates in and supports the local COC and its initiatives and projects. Dalton will also continue to support organizations that assess homeless persons' needs to create a more robust social service system to address unmet needs. The city collaborates with various agencies that participate in the Continuum of Care regular meetings and coordinates services with CoC members. Over the next Consolidated Plan period, the City anticipates collaborating with various local nonprofits organizations to expand services for the homeless and at-risk homeless populations.

The Georgia Balance of State Continuum of Care collaborates with nonprofit organizations to analyze current needs to identify funding gaps and other gaps in services. The Homeless Point in Time Count, organized by the Dalton Whitfield Community Development Corporation, annually assesses the homeless population's characteristics in City. This data allows the City to track the changing needs of the homeless. The City will continue to support the efforts in the preparation of the Point in Time Count.

**Addressing the emergency shelter and transitional housing needs of homeless persons.**

The City supports efforts to decrease or end homelessness in the City of Dalton and supports the local Continuum of Care's initiatives. Emergency needs for shelter are handled by local agencies receiving funding through the Georgia Balance of State Continuum of Care. The transitional housing needs of homeless persons are addressed below.

The City of Dalton does not receive an ESG allocation and relies on the State's distribution. The Department of Community Affairs provides ESG funding for essential services and operations to emergency shelters and transitional housing facilities. These facilities offer Dalton's accommodation and services to include homeless families, single men and women, and survivors of domestic violence. The City supports increasing housing options and self-sufficiency for the homeless and near-homeless by providing support for the following:

- Emergency housing and supportive services for homeless families and individuals;
- Developing transitional housing; and
- Preventing persons released from institutions from entering homelessness.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

The Georgia Department of Community Affairs (DCA) administers the Emergency Solutions Grant Program and oversees activities for homeless individuals and families in Dalton. DCA has identified rapid re-housing as a priority during the next Consolidated Plan period. Obtaining permanent housing for homeless individuals and families will shorten the length of time spent in emergency and transitional shelters.

The City of Dalton encourages collaboration with organizations to transition as many people as possible into permanent housing. The City also supports implementing a referral and case management system with the tools to direct the homeless to appropriate housing and services. Some families or individuals may require only limited assistance for a short term, such as emergency food and shelter -- until a first paycheck is received or a medical emergency is past. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Due to limited resources, agencies must eliminate duplication of effort by local agencies, both in intake and assessment procedures and in subsequent housing and supportive services. The Homeless Management Information System (HMIS) can be improved with common intake forms, shared data, effective assessment

instruments and procedures, and on-going coordination of assistance among community organizations.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care, and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The Continuum of Care has outlined its discharge policy for assisting persons aging out of foster care and being released from health care facilities, mental health facilities, and correction facilities.

DWCDC receives an allocation from DCA to coordinate activities to prevent individuals and families from becoming homeless and to assist individuals/families to regain stability in current housing or permanent housing. ESG program funds will be used for homelessness prevention, including housing relocation and stabilization services, and for short-term (up to 3 months) or medium-term (up to 24 months) rental assistance. A range of emergency shelter facilities and short-term services (food, clothing, and temporary financial assistance, transportation assistance) to meet various family or individual circumstances is necessary to assist families in preventing homelessness. These facilities and services will meet families' needs with children, individuals, persons with unique health problems, and other characteristics.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

The City conducted its Analysis of Impediments to Fair Housing Choice (AI) in 2019. As part of that process, the City and its stakeholders who participated in the process identified several contributing factors that create affordable housing barriers and opportunities. A detailed description of these contributing factors can be found in the 2019 AI (accessed from the City of Dalton website).

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.**

**Goal 1:** Lack of Affordable Housing for Dalton Residents - Promote the development and rehabilitation of various types of housing that are affordable to lower-income households.

**Strategies:** The following activities and strategies should be undertaken to address this goal:

- Continue supporting and encouraging plans from both private developers and nonprofit housing agencies to develop, construct, and rehabilitate affordable housing in the City.
- Survey the existing residential, mixed-use residential/commercial, and vacant structures to better utilize space for additional housing.
- Develop a housing rehabilitation program with low-interest loans/grants in lower-income neighborhoods where there is the highest percentage of vacant and deteriorated housing.

### Goal 2:

Inadequate fair housing education and awareness in the community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

**Strategies:** The following activities and strategies should be undertaken to address this goal:

- Outline the procedures and process to report or file a fair housing complaint.
- Publicize the procedures and process in the local newspaper; post in public buildings, social service agencies' offices, and print out flyers to distribute.
- Develop opportunities to educate tenants, landlords, sellers, and mortgage brokers.
- Review and improve the underwriting approval rate for minorities and persons of Hispanic origins in mortgage loan approvals, as evidenced by the Home Mortgage Disclosure Act (HMDA) data.
- All essential documents, forms, and directions should be printed in English and Spanish. A reference sheet in multiple languages should be attached to inform non-English speaking persons who to contact.



## AP-85 Other Actions – 91.220(k)

### **Introduction:**

The Strategic Plan addresses underserved needs through initiatives proposed for funding in this Annual Plan. The primary obstacle to these actions is a lack of funding.

### **Actions planned to address obstacles to meeting underserved needs**

To help remove barriers to meeting underserved needs and improve service delivery, Dalton, along with the Georgia Balance of State CoC, will support the expansion of HMIS technology beyond homeless service providers to link the various categories of CoC members' services and standardize performance measures. Dalton will also review and analyze its various departments and divisions' work to find opportunities for collaboration between similar programs.

### **Actions planned to foster and maintain affordable housing**

Affordable housing will be secured and encouraged by introducing a minor home repair program to assist low-income families with remaining in their homes. To promote affordable housing and fair housing choice, the City will encourage and support fair housing rights for all and provide program funds to conduct outreach and education regarding the Fair Housing Law act of 1968.

### **Actions planned to reduce lead-based paint hazards**

Through the Georgia State Department of Health, Dalton educates the public on the hazards of lead-based paint and educates parents about protecting their children. In response to lead-based paint hazards and the limited resources available, the City has planned a steady, long-term response per Federal lead-based paint standards, other applicable federal regulations, and local property standards. According to HUD and Environmental Protection Agency (EPA) guidelines, government-assisted housing rehabilitation projects will include the completion of a lead-based paint inspection according to HUD and Environmental Protection Agency (EPA) guidelines.

### **Actions planned to reduce the number of poverty-level families**

Several local nonprofits provide current programs that are designed to assist households with incomes below the poverty level. The City will continue to direct residents to these agencies for antipoverty assistance programs. The City's highest poverty levels correspond with the target areas for CDBG funding. In the past, the City funded some nonprofits for housing needs and will continue in the future.

The Antipoverty Strategy section of the Con Plan is to use CDBG funding to support public service activities and facilities that seek to reduce poverty through training, individual case management, and employment opportunities. The City will also partner with nonprofit agencies to support affordable housing, work, and employment opportunities.

#### **Actions planned to develop institutional structure**

The Finance Department manages all aspects of the grant programs perform in a concerted manner. The department recognizes the need to maintain a high level of coordination on projects involving other City departments, County departments, and nonprofit organizations. This collaboration guarantees an efficient use of resources with maximum output in the form of accomplishments.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Dalton will continue to work with a broad cross-section of public, private, faith-based, and community organizations to identify its citizens' needs. Dalton will seek opportunities to participate in collaborative groups to streamline public service agencies' actions to improve the lives of all persons in the city. These groups address a broad range of needs for families, including homelessness, public safety, workforce development, literacy, and other resource allocation. Creating such an entity will allow local nonprofit organizations to focus their efforts collectively and avoid duplication of services within the City.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

Projects planned with CDBG funds are expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the following program year, and that has not yet been reprogrammed	\$0
2. The number of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The number of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$0

#### Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	80%



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 05/03/2021

**Agenda Item:** Contract for Services with Integrated Sitework, LLC for the Brookwood Drive Flood Mitigation & Stormwater Improvements Project

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$248,790.15 (Unit Pricing)

**Funding Source if Not in Budget** 2015 SPLOST

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

This contract for services with Integrated Sitework, LLC is to construct the Brookwood Drive Flood Mitigation area as per the plans prepared by Richards & Associates Engineering, Inc. (RAE) dated 02-26-2021.

Three (3) bids were received for the completion of this work, and Integrated Sitework, LLC was the low bidder at \$248,790.15.

The Finance Department has set up a charge account to fund this project: 320110 039990 SP179.

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
PROJECT:

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

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

**ADVERTISEMENT FOR BID**

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

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

TUESDAY, APRIL 6, 2021 AT 2:00 PM

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

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

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

Bids received after the designated time will not be considered.

The principal items of construction include:

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

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

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

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

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

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

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

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

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

CITY OF DALTON, GEORGIA

BY \_\_\_\_\_  
Megan Elliott  
Project Engineer

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FEBRUARY 26, 2021

## SECTION 0100 – INFORMATION FOR BIDDERS

### 0101 RECEIPT AND OPENING OF BIDS

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

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

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

### 0102 PREPARATION OF BID

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

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

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

#### 0103 ELECTRONIC MAIL MODIFICATION

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

#### 0104 QUALIFICATIONS OF BIDDERS

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

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

#### 0105 BID SECURITY

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

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

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

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

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

0108 CONDITION OF WORK

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

0109 ADDENDA AND INTERPRETATIONS

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

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

0110 SECURITY FOR FAITHFUL PERFORMANCE

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

0111 POWER OF ATTORNEY

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

0112 NOTICE OF SPECIAL CONDITIONS

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

0113 LAWS AND REGULATIONS

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

0114 METHOD OF AWARD

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

0114.01 Unit bid prices of various items as they relate to total bid price.

0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.

0114.03 Litigation record of the Bidder.

0114.04 Satisfactory completion of similar projects.

0114.05 Resources pertaining to management, personnel and equipment.

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

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

0116 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0117 CLAIMS

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

0118 ORDER OF WORK

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

0119 SUBCONTRACTS



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

0120 TIMELY EXECUTION

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

..... END OF SECTION .....



SECTION 0200 – BID PROPOSAL

BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

Integrated Sitework, LLC

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

as Principal and The Gray Casualty & Surety Company

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

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

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

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

Signed this 6th day of April, 2021.

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

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

NOW, THEREFORE,

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

BID BOND  
(Continued)

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

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

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

*Johnny Ritch*  
Witness As To Principal

Integrated Sitework, LLC  
Principal

By *Donna Brumitt*



*Sandra Lawrence*  
Witness As To Surety  
Sandra Lawrence

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

Address

By *Kevin M. Neidert*

Attorney-in-Fact  
Kevin M. Neidert

SEAL

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond

**Principal:** Integrated Sitework, LLC

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

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

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

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

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

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



By:

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

Attest:

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



State of Louisiana

ss:

Parish of Jefferson

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



*Lisa S. Millar*

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 6<sup>th</sup> day of April, 2021



*Mark S. Manguno*

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

BID PROPOSAL

Place CARTHOON, GA  
Date 04/06/21

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

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

Gentlemen:

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

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

Bidder acknowledges receipt of the following addenda:

ADDENDUM #1 - 4/01/21

\*Strike out inapplicable terms

BID PROPOSAL  
(Continued)

Amount shall be shown in figures.

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

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

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

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

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

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

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

BRANDON BENNETT

108 KING EDWARD CT

CARTHOUN, GA 30701

BID PROPOSAL  
(Continued)

Dated at:

CALHOUN, GA

The 6<sup>th</sup> day of APRIL, 2021

INTEGRATED SITEWORK, LLC  
Principal  
By [Signature] SEAL





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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>GRADING &amp; ROADWAY ITEMS</b>					
150-1000	TRAFFIC CONTROL	LS	1	18,695.00	18,695.00
210-0100	GRADING COMPLETE	LS	1	80,005.00	80,005.00
402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1 INCL BITUM MATL & H LIME	TN	35	384.50	13,457.50
500-9999	CLASS B CONCRETE	CY	65	207.50	13,487.50
441-0016	DRIVEWAY CONC., 6" THICK	SY	9	119.40	1,074.60
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	100	54.15	5,415.00
				<b>SUB TOTAL</b>	<b>132,134.60</b>

<b>DRAINAGE ITEMS</b>					
207-0203	FOUND BKILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	200	53.75	10,750.00
550-1150	15" RCP	LF	330	55.75	18,397.50
550-1180	18" RCP	LF	517	50.45	26,082.65
500-3107	CLASS A CONCRETE	CY	4	625.00	2,500.00
600-0001	FLOWABLE FILL	CY	8	515.00	4,120.00
668-1100	CATCH BASIN, GRP 1	EA	3	1,845.00	5,535.00
668-2100	DROP INLET	EA	1	1,760.00	1,760.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	6	3,380.00	20,280.00
				<b>SUB TOTAL</b>	<b>89,425.15</b>

<b>TEMPORARY EROSION CONTROL ITEMS</b>					
163-0524	FILTER RING	EA	1	850.00	850.00
163-0539	CONSTRUCT AND REMOVE - SLOTTED BOARD DAM W/ STONE	EA	1	1,140.00	1,140.00
163-0550	INLET SEDIMENT PROTECTION	EA	7	250.00	1,750.00
Non-Standard	CONCRETE WASHOUT	EA	1	850.00	850.00
				<b>SUB TOTAL</b>	<b>4,590.00</b>

<b>PERMANENT EROSION CONTROL ITEMS</b>					
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	13	62.00	806.00
700-6001	GRASSING COMPLETE	SF	22650	0.06	1,359.00
				<b>SUB TOTAL</b>	<b>2,165.00</b>

<b>FENCING ITEMS</b>					
643-1452	6' BLACK VINYL COATED CHAINLINK FENCE	LF	568	34.05	19,340.40
643-8030	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1	1,135.00	1,135.00
				<b>SUB TOTAL</b>	<b>20,475.40</b>

Company Name: INTEGRATED SITEWORK, LLC

Authorized Bid Rep. Signature: [Signature]

Authorized Bid Rep. Title: OWNER

<b>TOTAL</b>	<b>248,790.15</b>
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CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address):*

Integrated Sitework, LLC

1015 Curtis Parkway

Calhoun, GA 30701

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

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

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

Description *(Name and location):*

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOND:

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

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

Bond Number: \_\_\_\_\_

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



CONSTRUCTION PAYMENT BOND  
(Continued)

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

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND  
(Continued)

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

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

CONSTRUCTION PAYMENT BOND  
(Continued)

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

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

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

15. DEFINITIONS

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

CONTRACTOR AS PRINCIPAL

Company: Integrated Sitework, LLC.

\_\_\_\_\_ (Corp. Seal)

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

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

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

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

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

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR *(Name and Address):*

Integrated Sitework, LLC

1015 Curtis Parkway

Calhoun, GA 30701

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

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

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

Description *(Name and location):*

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOND:

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

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

Bond number: \_\_\_\_\_

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND  
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND  
(Continued)

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

**CONSTRUCTION PERFORMANCE BOND**  
*(Continued)*

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

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

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

12. Definitions.

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



CONTRACTOR AS PRINCIPAL

Company: Integrated Sitework, LLC.

\_\_\_\_\_ (Corp. Seal)

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

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

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

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

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

CONTRACT

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

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

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

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

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

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

\*Strike out inapplicable terms.

CONTRACT  
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

Integrated Sitework, LLC.

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

Give proper title of each person executing contract.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

1190608  
EEV/Basic Pilot Program\* User Identification Number

*Brandon Bennett*  
BY: Authorized Officer or Agent  
(Contractor Name)

04/06/21  
Date

OWNER  
Title of Authorized Officer or Agent of Contractor

BRANDON BENNETT  
Printed Name of Authorized Officer or Agent

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

*Jeremy Ritch*  
Notary Public

My Commission Expires:

06/01/2024



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

## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

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

### 0302 DEFINITIONS

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

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

### 0303 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

#### 0304 MATERIALS, SERVICES AND FACILITIES

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

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

#### 0305 CONTRACTOR'S TITLE TO MATERIALS

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

#### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

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

#### 0307 INSPECTION AND TESTING OF MATERIALS

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

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

#### 0308 PATENTS

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

#### 0309 SURVEYS, PERMITS AND REGULATIONS

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

### 0310 CONTRACTOR'S OBLIGATIONS

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

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

### 0311 CONTRACTOR'S RESPONSIBILITY

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

### 0312 WEATHER CONDITIONS

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



### 0313 SAFETY PROVISIONS

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

### 0314 SANITARY PROVISIONS

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

### 0315 PUBLIC CONVENIENCE AND SAFETY

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

### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

representative.

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

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

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

#### 0317 INSPECTION

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

#### 0318 REPORTS, RECORDS AND DATA

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

#### 0319 SUPERINTENDENCE BY CONTRACTOR

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

#### 0320 COMPETENT LABOR

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

0320.02 The Contractor shall, upon demand from the Owner, immediately remove

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

#### 0321 CONSTRUCTION EQUIPMENT

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

#### 0322 CHANGES IN THE WORK

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

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

0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

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

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

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

### 0323 CHANGE IN CONTRACT PRICE

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

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

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

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

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

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

the extent authorized by Owner.

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

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

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

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

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

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

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

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

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

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

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



any item not specifically and expressly included in Paragraph 0327.04.  
0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

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

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

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

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

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

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

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

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

#### 0324 CHANGE OF THE CONTRACT TIME

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

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

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

### 0325 CORRECTION OF WORK

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

### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

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

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

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



#### 0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

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

#### 0328 CLAIMS FOR EXTRA WORK

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

#### 0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

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

#### 0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

### 0331 PAYMENTS TO CONTRACTORS

- 0331.01 No later than thirty (30) days after submittal of a progress payment request the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract. Provided, that the Contractor shall submit his estimate not later than the first day of the month; provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, *may* reduce the retainage to 5%.
- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

#### 0332 ACCEPTANCE AND FINAL PAYMENT

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

### 0333 PAYMENTS BY CONTRACTORS

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

### 0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

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

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

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

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

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

- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his



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

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

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

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

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

For claims under Worker's Compensation:

State	Statutory
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

General Liability Provided Per Occurrence **(City of Dalton, GA must be shown as an additional insured.)**

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
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Fire Damage ( <i>Any One Fire</i> ):	\$50,000
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Medical Expense ( <i>Any One Person</i> ):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate ( <i>Per Project</i> ):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

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

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and All Autos, Including Bodily Injury and Property Damage:	\$1,000,000
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- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

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

**0334.11 Certificate Holder should read:**

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

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



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

0335 CONTRACT SECURITY

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

0336 ADDITIONAL OR SUBSTITUTE BOND

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

0337 LIEN

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

0338 ASSIGNMENTS

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

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

#### 0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

#### 0340 COORDINATION WITH OTHER CONTRACTORS

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

#### 0341 SUBCONTRACTING

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

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

0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

#### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

0342.01 To take every precaution against injuries to persons or damage to property;

0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

#### 0343 QUANTITIES OF ESTIMATE

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

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

#### 0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

#### 0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

#### 0346 CONFLICTING CONDITIONS

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

#### 0347 NOTICE AND SERVICE THEREOF

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

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

0350 PROTECTION AND RESTORATION OF PROPERTY

0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

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

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

#### 0351 RESPONSIBILITY FOR DAMAGE CLAIMS

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

#### 0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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

#### 0353 OTHER PROHIBITED INTERESTS

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



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

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

0357 OWNER'S RIGHT TO SUSPEND WORK

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

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 0358.05.1 To any preference, priority or allocation order duly issued by the Government;
- 0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another



contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

..... END OF SECTION .....

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled BROOKWOOD DRIVE FLOOD MITIGATION & STORMWATER IMPROVEMENTS PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Notary Public: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_,

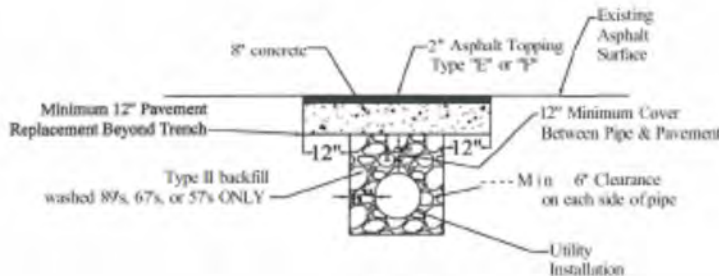
\_\_\_\_\_ County,

## SECTION 0400 – GENERAL NOTES

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

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

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



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

# *EXHIBIT A:*

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

*DATED FEBRUARY 26, 2021*

*FOR*

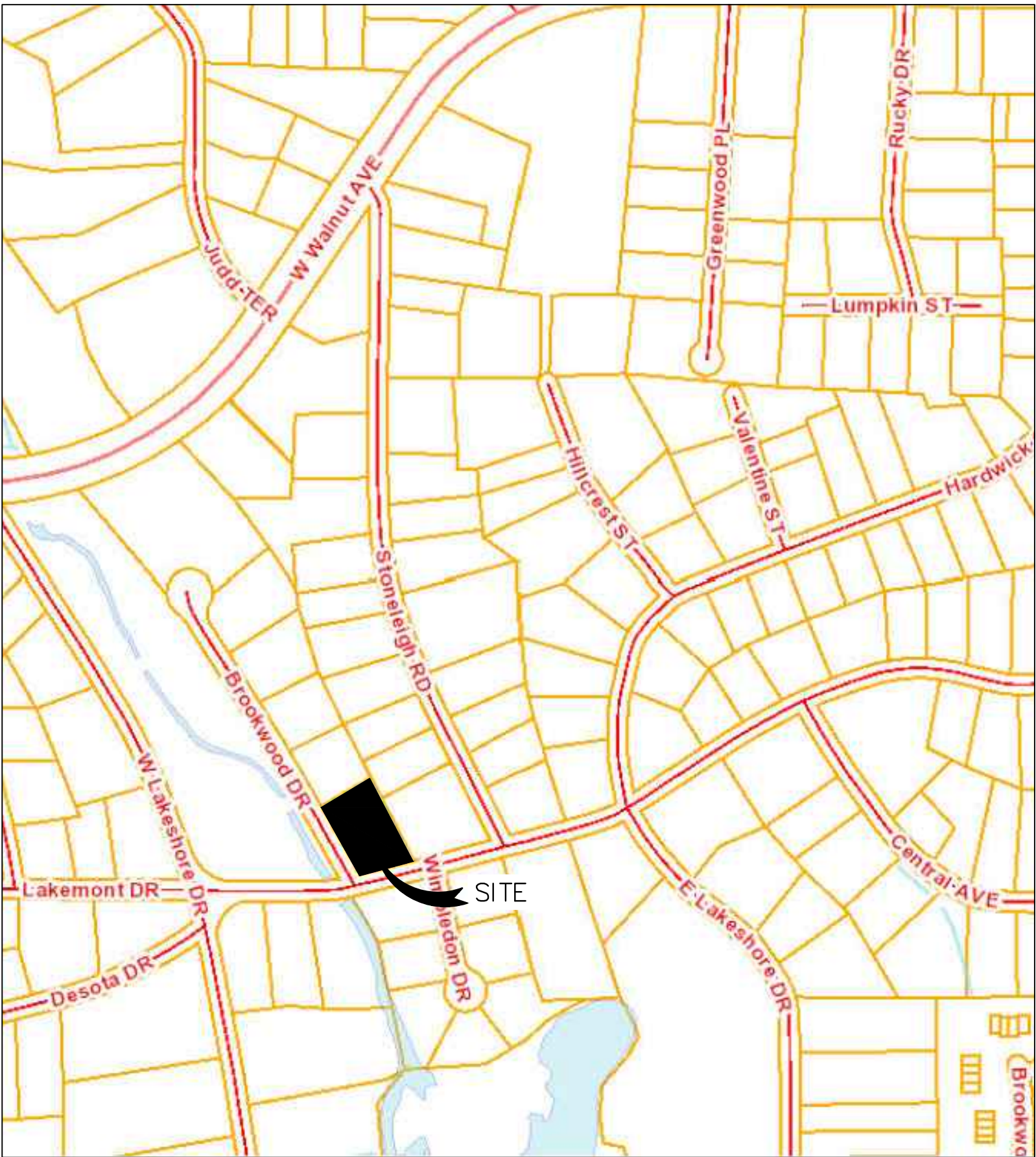
*BROOKWOOD DRIVE FLOOD  
MITIGATION*



# SITE DEVELOPMENT PLANS FOR BROOKWOOD DRIVE FLOOD MITIGATION

LOCATED IN LAND LOT 259, DISTRICT 12, SECTION 3  
BROOKWOOD DRIVE  
CITY OF DALTON  
WHITFIELD COUNTY

N 34.756877°, W 84.980343°  
SITE AREA: ±0.45 ACRES  
DISTURBED AREA: ±0.51 ACRES



1. THESE PLANS HAVE BEEN SIGNED AND SEALED BY THE ENGINEER FOR REVIEW ONLY. THEY CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE PERMITTING AUTHORITIES AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE CLIENT.
2. THE CLIENT IS COMPLETELY RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FOR CONSTRUCTION FROM ALL FEDERAL, STATE AND LOCAL PERMITTING AUTHORITIES. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT LIABLE FOR THE FAILURE OF THE CLIENT TO OBTAIN THE NECESSARY PERMITS.
3. THIS DRAWING SHEET IS PART OF A COMPLETE SET OF DESIGN DRAWINGS. IT SHOULD NOT BE SEPARATED FROM THE SET. INFORMATION PERTINENT TO THIS SHEET MAY BE FOUND ON OTHER SHEETS IN THE SET.
4. A COPY OF THE CURRENT SET OF APPROVED DRAWINGS MUST BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.
5. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT THE CONTRACTOR HAS A COPY OF THE CURRENT SET OF APPROVED DRAWINGS ONSITE AT ALL TIMES.
6. IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR CONFLICTS IF WE ARE NOT NOTIFIED PRIOR TO INSTALLATION.
7. THESE DRAWINGS HAVE BEEN STAMPED AND SIGNED FOR FOR ENGINEERING DESIGN CONTENT ONLY. PROPERTY LINE INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN PROVIDED BY THE CLIENT OR A REGISTERED LAND SURVEYOR AND ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. ALL MEASUREMENTS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CLIENT MUST ENGAGE THE SERVICES OF A REGISTERED LAND SURVEYOR TO RESEARCH, PLAT AND LOCATE ALL PROPERTY CORNERS PRIOR TO THE PURCHASE OF THE PROPERTY AND COMMENCEMENT OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT RESPONSIBLE FOR VERIFYING THE LOCATION OF OR EXISTENCE OF THE LIMITS OR BOUNDARY OF THE CLIENT'S PROPERTY. AT THE CLIENT'S REQUEST, RICHARDS & ASSOCIATES ENGINEERING, INC. USES THE INFORMATION PROVIDED BY THE CLIENT, EITHER DIRECTLY OR THROUGH THE CLIENT'S SURVEYOR, TO PRODUCE CONSTRUCTION DRAWINGS FOR THE CLIENT. THESE DRAWINGS MAY HAVE BEEN PREPARED FOR A SITE NOT CURRENTLY OWNED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT HE HAS THE RIGHT TO OCCUPY THE PROPERTY FOR THE PURPOSE OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. MAKES NO CLAIMS AS TO THE OWNERSHIP OF THE SUBJECT PROPERTY OR ADJACENT PROPERTIES.

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

PRIMARY PERMITTEE:  
TBD  
EMAIL:

24 HOUR LOCAL CONTACT RESPONSIBLE FOR EROSION,  
SEDIMENTATION AND POLLUTION CONTROLS:

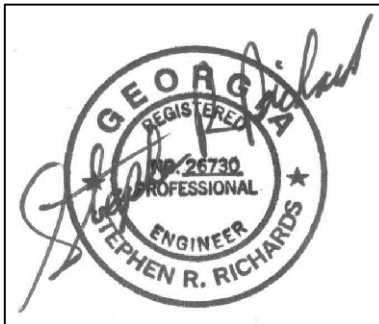
TBD  
GSWCC CERTIFICATION #  
EMAIL:



VICINITY MAP  
NTS

## DESIGN PROFESSIONAL'S CERTIFICATION

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



2/26/2021

STEPHEN R. RICHARDS, PE  
GSWCC LEVEL II CERTIFICATION NO. 8688

DATE

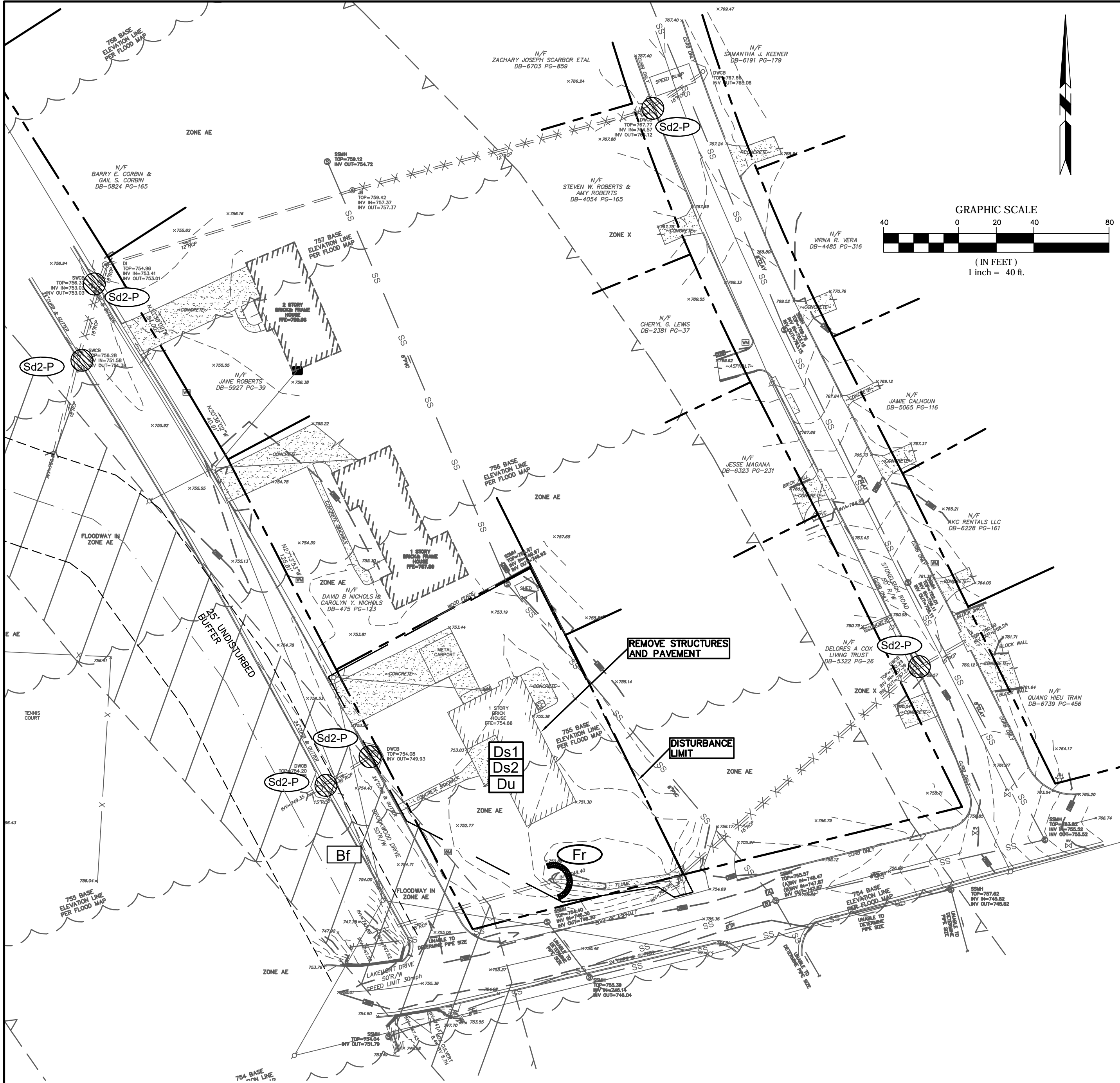
THIS PROJECT HAS BEEN DESIGNED TO BE IN COMPLIANCE WITH THE GEORGIA GENERAL PERMIT NO. GAR100001 AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WITH CONSTRUCTION ACTIVITY FOR STAND ALONE CONSTRUCTION PROJECTS EFFECT AUGUST 1, 2018.

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

## SHEET INDEX

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





GEOTEXTILE FABRICS

STONE/SOIL INTERFACE  
CONTECH FILTER FABRIC  
(OR APPROVED EQUAL  
PER GDOT QUALIFIED PRODUCT LIST #28)

CONTECH C70/06 FOR WOVEN FABRIC  
CONTECH C45NW FOR NON-WOVEN FABRIC

TURF REINFORCEMENT MAT  
PROPEX TRM  
(OR APPROVED EQUAL  
PER GDOT QUALIFIED PRODUCT LIST #49)

LANDLOK 450 FOR DITCH FLOWS UP TO 18fps AND SLOPES 3:1  
AND FLATTER

PYRAMAT 75 FOR DITCH FLOWS UP TO 25fps AND SLOPES  
GREATER THAN 3:1

(Tp)

NOTES:

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

SOIL LEGEND

Map Unit Symbol	Map Unit Name	Hydro. Soil Group
Uu	ULTIC UDARENTS, PREVIOUSLY DISTURBED 100% OF SITE	C

CONSTRUCTION SEQUENCE (INITIAL PHASE)

1. CALL FOR UTILITY LOCATE PRIOR TO ANY LAND DISTURBING ACTIVITY.
2. INSTALL CONCRETE WASHOUT BASIN (Cw).
3. INSTALL INSTALL FILTREXX FILTER SOCKS AT CATCH BASINS (Sd2-P).
4. INSTALL FILTER RING (Fr) AT INLET HEADWALL.

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

EROSION CONTROL LEGEND

(Cd)	CHECKDAM	
(Ch)	CHANNEL STABILIZATION	Ch-(type)
(Co)	CONSTRUCTION EXIT	
(Di)	DIVERSION DITCH	(Di)
(Fr)	STONE FILTER RING	
(Rt)	RETROFITTING	
(Sd1)	SEDIMENT BARRIER	
(Sd2)	INLET SEDIMENT TRAP	
(Sd3)	TEMPORARY SEDIMENT BASIN	
(St)	STORM DRAIN OUTLET PROTECTION	
(Su)	SURFACE ROUGHENING	
(Sd4)	TEMPORARY SEDIMENT TRAP	
(Ss)	EROSION CONTROL MATTING	
(Bf)	BUFFER ZONE	
(Ds1)	DISTURBED AREA STABILIZATION (VEGETATION MATCHING ONLY)	
(Ds2)	DISTURBED AREA STABILIZATION (VEGETATION MATCHING ONLY)	
(Ds3)	DISTURBED AREA STABILIZATION (PERMANENT VEGETATION)	
(Pm)	POLYACRYLAMIDE	PAM
(Du)	DUST CONTROL	

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

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THIS DRAWING AND DESIGN ARE THE PROPERTY OF RICHARDS & ASSOCIATES ENGINEERING, INC. THEY ARE NOT TO BE USED, REPRODUCED, COPIED, OR IN ANY MANNER, FOR ANY PURPOSE, WITHOUT THE WRITTEN CONSENT OF RICHARDS & ASSOCIATES ENGINEERING, INC. ALL RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

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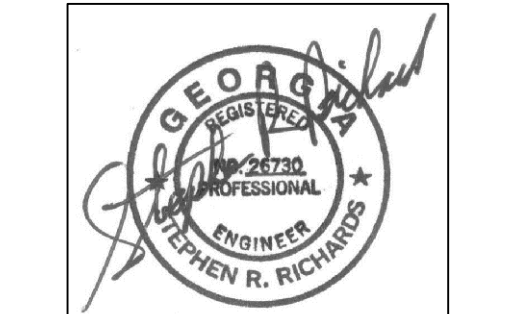
THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNLESS THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE AUTHORITIES AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE OWNER. THE OWNER IS RESPONSIBLE FOR PROVIDING ALL NECESSARY INFORMATION TO THE CONTRACTOR.

Revisions	Date

Drawing Title  
INITIAL PHASE  
SOIL EROSION  
SEDIMENTATION  
AND POLLUTION  
CONTROL PLAN

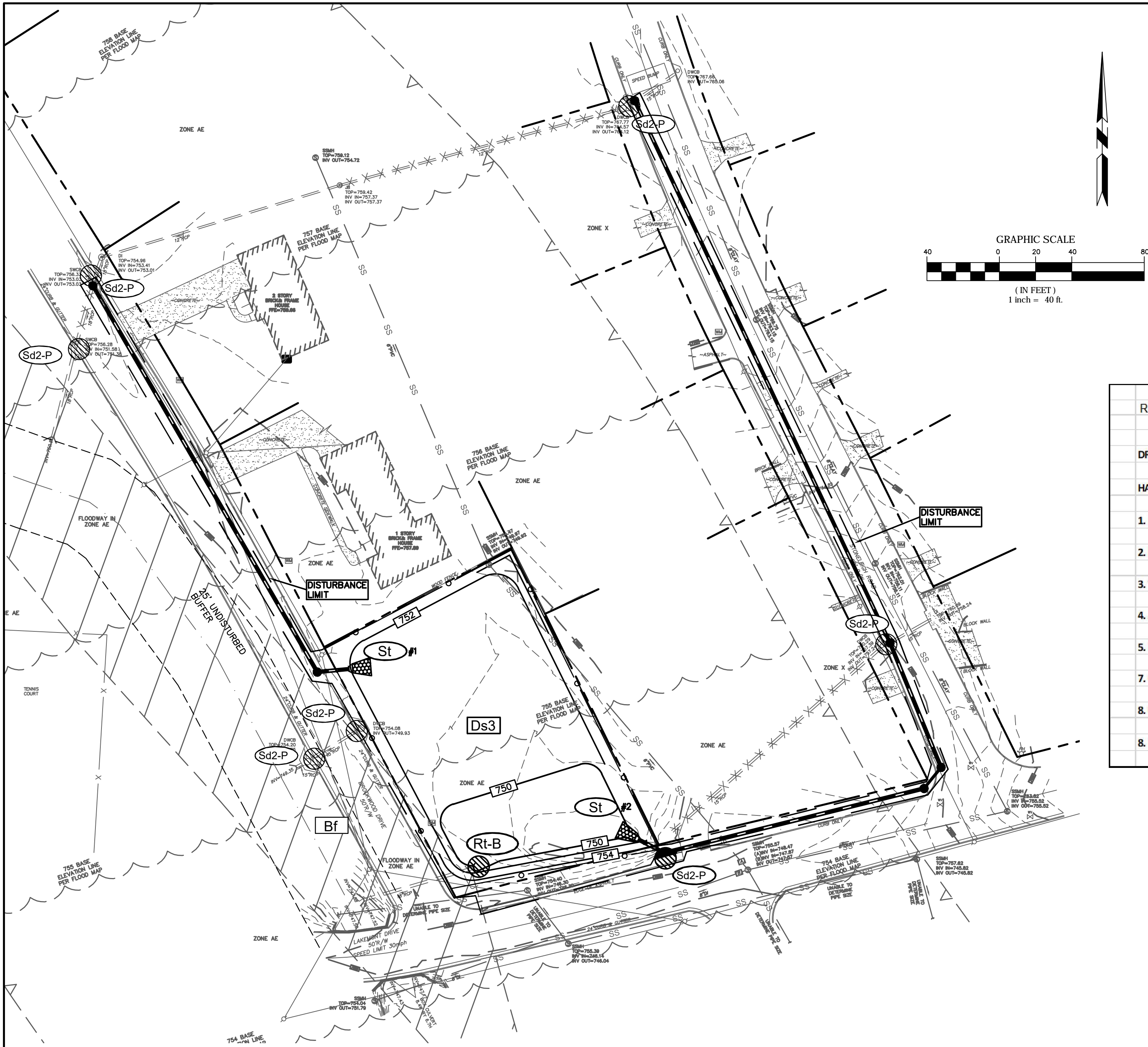
DATE	2/26/21	DRAWING NO.
PROJECT NO.	20-037	C1

**RAE**  
RICHARDS & ASSOCIATES ENGINEERING, INC.  
CIVIL ENGINEERING + LAND PLANNING  
P.O. BOX 220 CHATSWORTH, GA 30705  
(706) 695-0661



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688





Q25=5.8 cfs  
V25=4.7 fps  
TW > Pipe 1/2 Ø  
Lo=10'  
W1=5'  
W2=12'  
Average stone diameter (d50)=8"  
Stone depth (D)=16"

St #1

Q25=11.7 cfs  
V25=9.3 fps  
TW > Pipe 1/2 Ø  
Lo=15'  
W1=5'  
W2=20'  
Average stone diameter (d50)=10"  
Stone depth (D)=20"

St #2

RETROFIT STORAGE CALCULATIONS		
Rt#	A	Rt-B
DRAINAGE AREA = 0.48 ac		
HALF-ROUND DIA = 48" HT = 48"		
1. REQUIRED STORMWATER STORAGE (25yr) = 0 cy		
2. REQUIRED SEDIMENT STORAGE = 32 cy		
3. TOTAL REQUIRED STORAGE = 32 cy		
4. AVAILABLE STORAGE = 2020 cy		
5. IS AVAILABLE STORAGE > REQUIRED STORAGE? YES		
7. CLEANOUT VOL = 11 cy		
8. CLEANOUT EL = 750.00		
8. IS L:W > 2:1? YES		

## ACTIVITY SCHEDULE

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

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

### HYDROLOGY SUMMARY

EXISTING:  
Q2=1.1 cfs  
Q25=1.9 cfs

PROPOSED:  
Q2=0.7 cfs  
Q25=1.3 cfs

### CONSTRUCTION SEQUENCE (FINAL PHASE)

1. MAINTAIN ALL INSTALLED BMP'S. REMOVE SEDIMENT AS REQUIRED. MAINTAIN MONITORING PROGRAM.
2. COMPLETE GRADING OPERATIONS AND STABILIZE ALL DISTURBED AREAS WITH THE APPROPRIATE PERMANENT VEGETATION OR OTHER SURFACE TREATMENT. INSTALL MATTING ON ALL POND SLOPES AND 4" OF STRAW ON ALL OTHER DISTURBED AREAS.
3. REMOVE CONCRETE WASHOUT BASIN. STABILIZE THE AREA WITH THE APPROPRIATE PERMANENT VEGETATION.
4. ONCE FINAL STABILIZATION HAS BEEN ACHIEVED IN ALL OTHER AREAS, REMOVE PERIMETER SILT FENCE AND CONSTRUCTION EXITS. STABILIZE THESE AREAS WITH THE APPROPRIATE PERMANENT VEGETATION. BY DEFINITION, 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 AND AREAS LOCATED OUTSIDE THE WASTE DISPOSAL LIMITS OF A LANDFILL CELL THAT HAS BEEN CERTIFIED BY EPD FOR WASTE DISPOSAL, 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMLY COVERED WITH LANDSCAPING MATERIALS IN PLANNED LANDSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES AS DEFINED IN THE MANUAL (EXCLUDING A CROP OF ANNUAL VEGETATION AND SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION).

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

## EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST

SWCD: LIMESTONE VALLEY

Project Name: BROOKWOOD Address: BROOKWOOD DRIVE

City/County: DALTON Date on Plans: 1/18/2021

Name & email of person filling out checklist:

Plan Include: TO BE SHOWN ON ES&PC PLAN

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

Effective January 1, 2021

**RAE**

RICHARDS & ASSOCIATES ENGINEERING, INC.  
CIVIL ENGINEERING & LAND PLANNING  
P.O. BOX 220 CHATSWORTH, GA 30705  
(706) 995-0661



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

PROJECT  
915 BROOKWOOD DRIVE  
BROOKWOOD DRIVE  
DALTON, GA

CLIENT  
CITY OF DALTON  
PO BOX 1205, 535 ELM STREET  
DALTON, GA 30722

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Revisions	Date

Drawing Title

FINAL PHASE  
SOIL EROSION  
SEDIMENTATION  
AND POLLUTION  
CONTROL PLAN

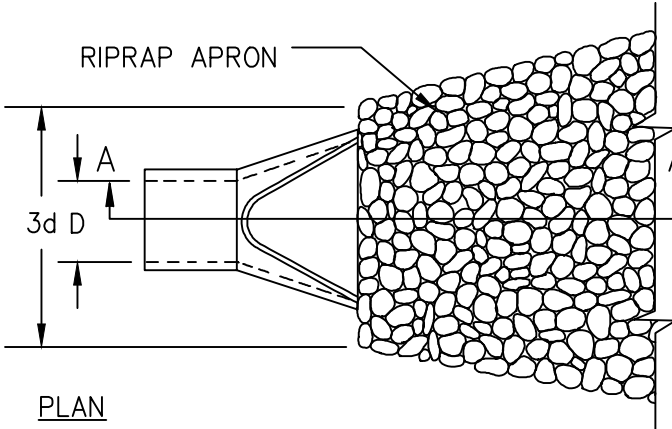
DATE 2/26/21  
PROJECT NO. 20-037  
DRAWING NO. C2



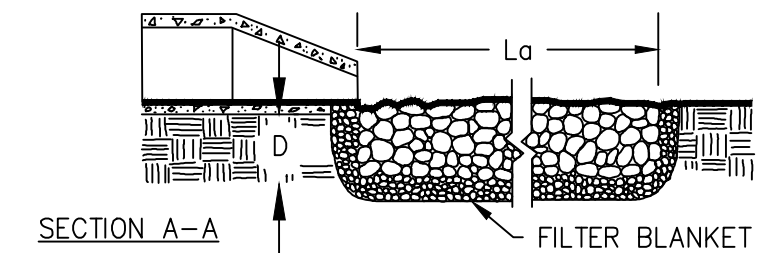
## RIPRAP OUTLET PROTECTION

### PIPE OUTLET TO FLAT AREA – NO WELL DEFINED CHANNEL

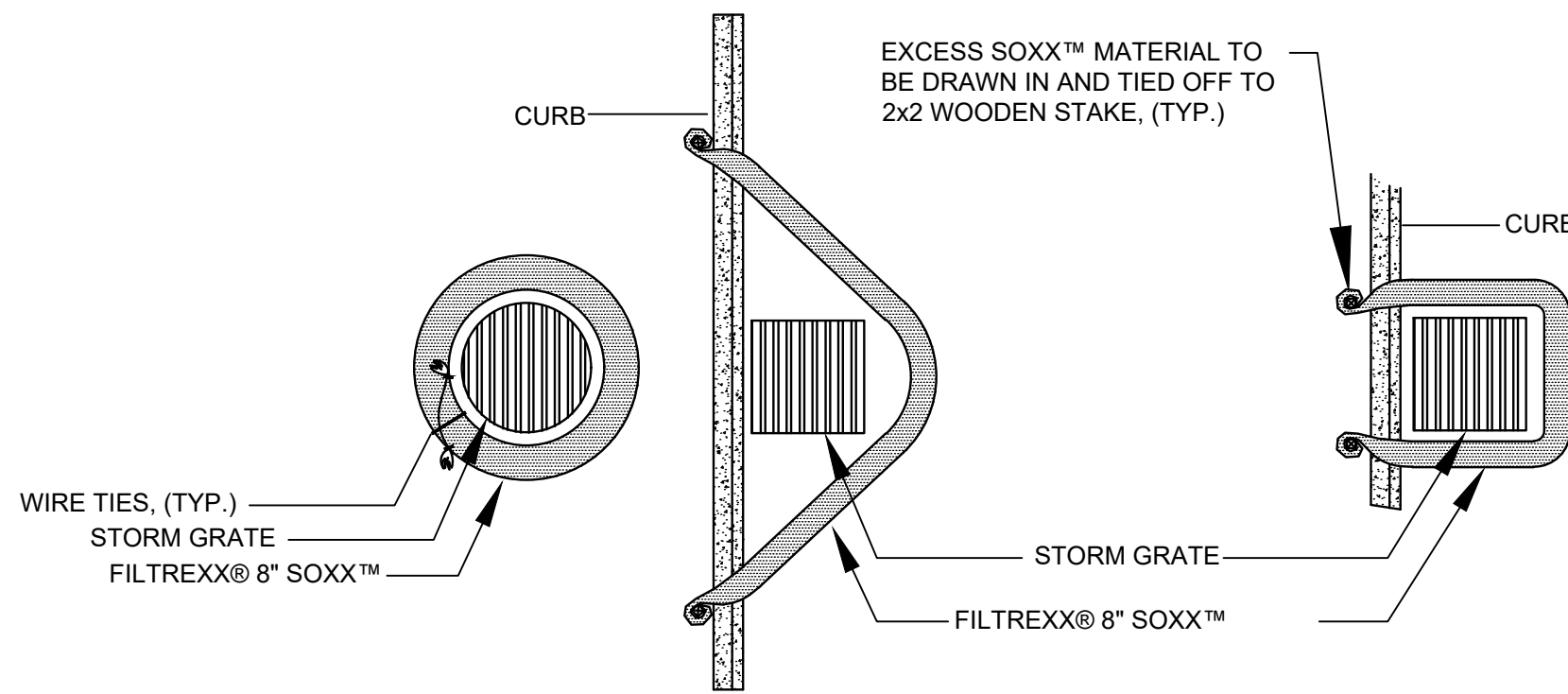
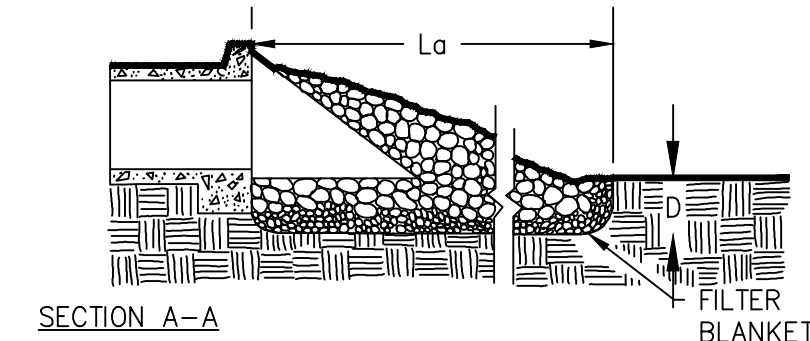
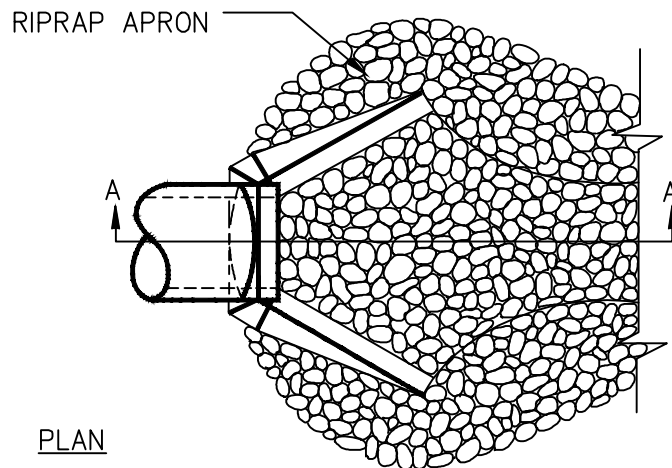
St



- NOTES:
1.  $L_a$  IS THE LENGTH OF THE RIPRAP APRON.
  2.  $D = 1.5$  TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
  3. 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).
  4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.



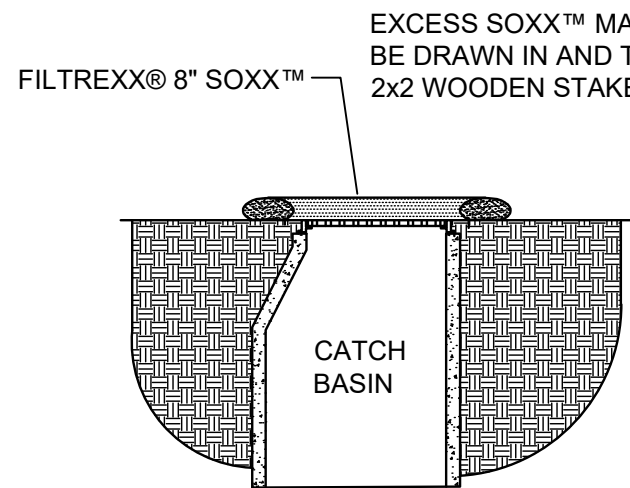
### PIPE OUTLET TO WELL DEFINED CHANNEL



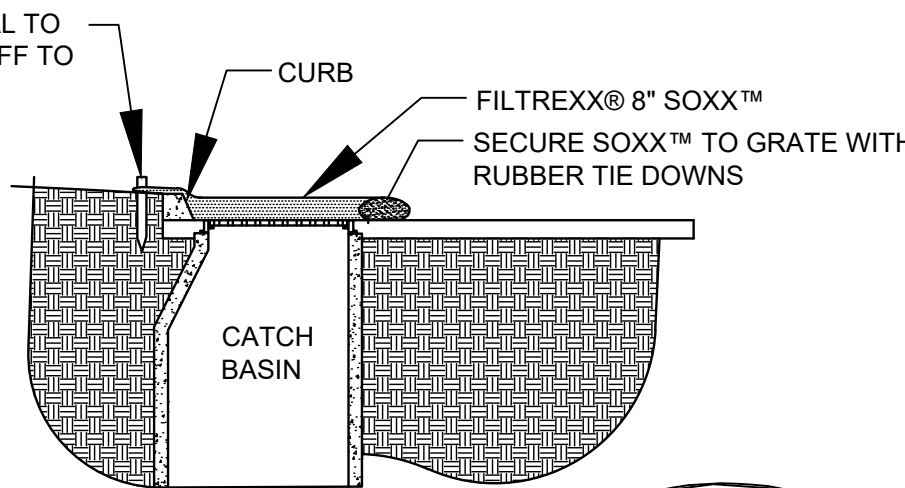
DRAIN INLET PLAN

CURBSIDE OPTION "A" PLAN

CURBSIDE OPTION "B" PLAN



DRAIN INLET SECTION



CURBSIDE SECTION

Sd2-P

- NOTES:
1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
  2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
  3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

## FILTREXX® INLET PROTECTION

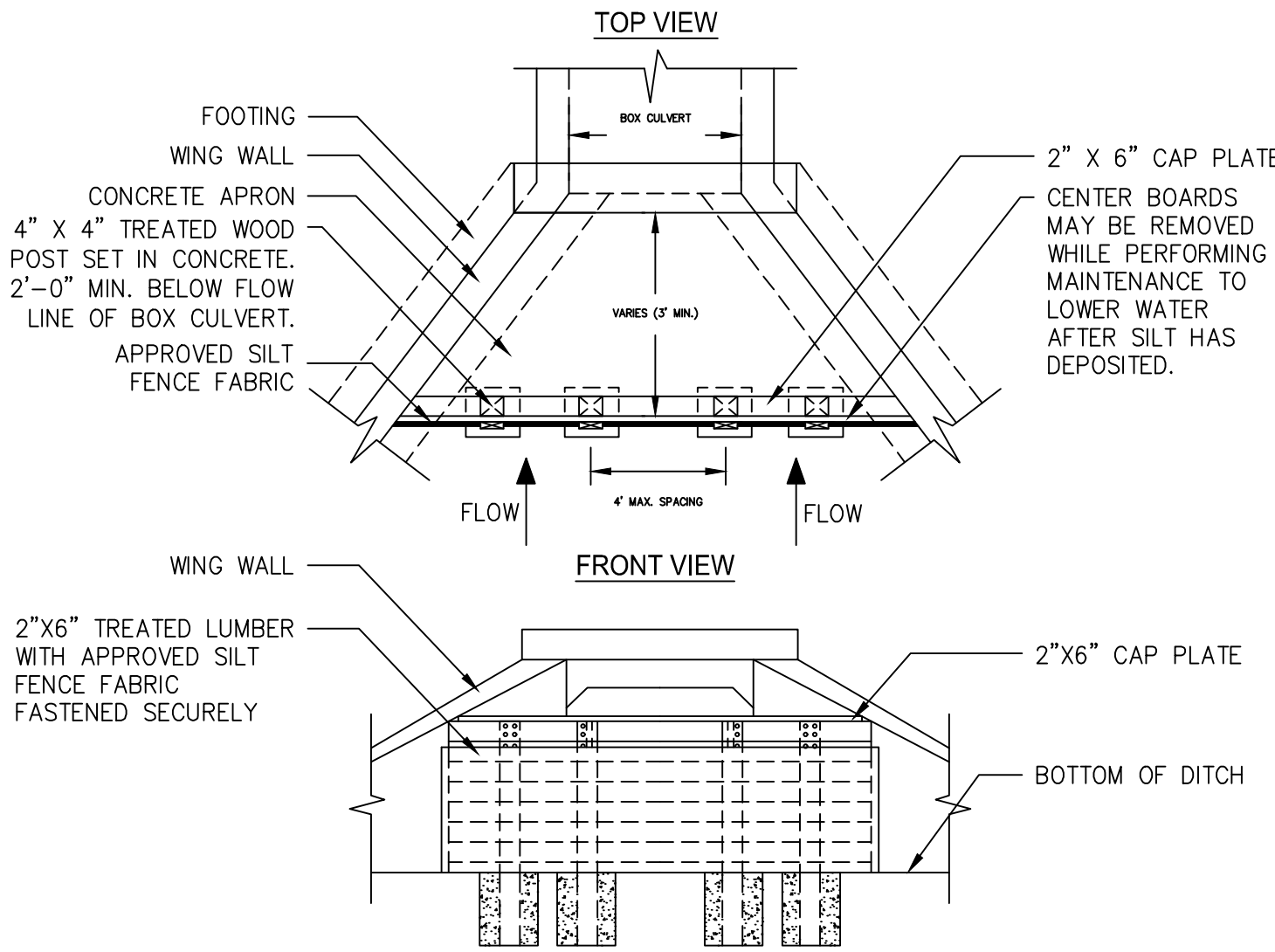
NTS

## SILT CONTROL GATE WITH SLOTTED BOARD DAM

### TYPE 1: FOR BOX CULVERTS

Rt-B

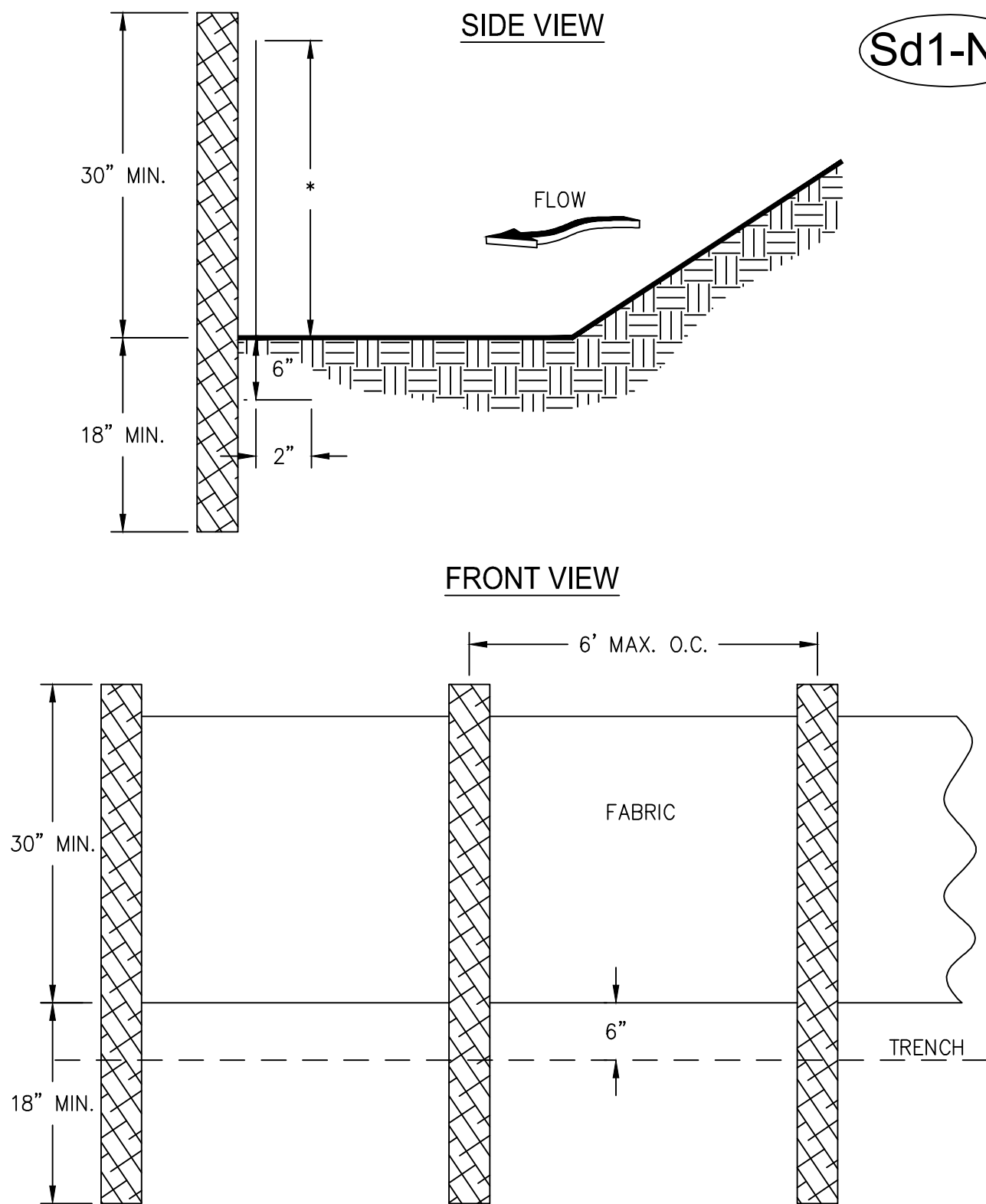
- NOTES:
1. REFER TO APPROPRIATE CONSTRUCTION DETAIL FOR CONCRETE APRONS.
  2. SLOTTED BOARD DAM SHALL BE INSTALLED WITH MINIMUM SIZE 4" X 4" POSTS.
  3. BOARDS SHOULD HAVE A 0.5" TO 1" SPACE BETWEEN THEM AND MUST HAVE GROUND OR BOTTOM OF CONCRETE CONTACT.
  4. MINIMUM SIZE 3-4" STONE FILTER SHALL BE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



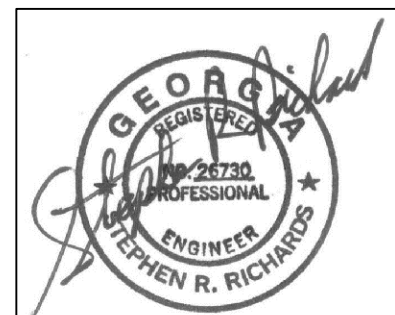
USES: A SILT CONTROL GATE IS A STRUCTURE PLACED ON A PIPE, SINGLE BARREL BOX CULVERT, OR DROP INLET TO FORM A BASIN TO TRAP SILT.  
NOTE: SILT CONTROL GATES SHALL NOT BE USED ON STRUCTURES THAT CONVEY STATE WATERS.

## SILT FENCE - TYPE NON-SENSITIVE

Sd1-NS



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



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN  
PROFESSIONAL NO. 8688

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

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Revisions	Date

Drawing Title

SOIL EROSION  
SEDIMENTATION  
AND POLLUTION  
CONTROL  
DETAILS

DATE	2/26/21	DRAWING NO.
PROJECT NO.	20-037	C3

Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY) – 4 INCH MINIMUM COVERAGE

Ds2 PLANTS, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS

Species	Broadcast Rates 2/ – PLS 3/ Per Acres sq. ft.	Resource Area	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Remarks
MILLET, PEARL (Pennisetum glaucum) alone	50 lbs. 1.1 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	88,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
OATS (Avena sativa) alone in mixtures	4 bu. (128 lbs.) 2.9 lb 1 bu. (32 lbs.) 0.7 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	13,000 seed per pound. Use on productive soils. Not as winterhardy as rye or barley.
RYE (Secale cereale) alone in mixtures	3 bu. (68 lbs.) 3.9 lb 1 1/2 bu. (28 lbs.) 0.6 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.
RYEGRASS, ANNUAL (Lolium temulentum) alone in mixtures	40 lbs. 10 lbs. 0.9 lb 0.2 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	227,000 seed per pound. Dense cover. Very competitive in mixtures.
SUDANGRASS (Sorghum sudanese) alone	60 lbs. 1.4 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	55,000 seed per pound. Good on droughty sites. Not recommended for mixtures.

TP

NOTES:

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

VEGETATIVE PLAN FOR AREAS DISTURBED DURING CONSTRUCTION

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

A. Initial Treatment

1. Seedbed Preparation: Prepare seedbed to depth of at least 4 inches on all areas where a good seedbed is not present. Remove rocks, roots, and other objects that will interfere with vegetation establishment or maintenance operations. No seedbed preparation is needed where hydroseeded. Lime must be included in initial seedbed preparation minimum coverage of 2 tons per acre
2. Fertilizer: Apply 1500 pounds of 6-12-12 analysis fertilizer (or equivalent) per acre. Spread lime and fertilizer uniformly over all areas immediately before final land preparation and mix thoroughly with the soil. Apply topdressing of 50 pounds per acre of ammonium nitrate (or equivalent) when plants are 2 to 4 inches tall.
3. Seeding: All areas will be seeded with TALL FESCUE at a rate of 50 lbs. per acre or appropriate seasonal grass (SEE SEEDING SCHEDULE). Seed will be distributed uniformly over the area and covered to a depth of about 2 inches. If the area is to be sprigged, plant only freshly dug sprigs and keep them cool and moist until planted. Firm seeded or sodded areas with cultipacker or roller immediately following planting.
4. Mulching: Pond spillways and all seeded areas with slopes greater than 3 percent will be mulched immediately after seeding by spreading uniformly dry straw or hay, free from competing weeds, at the rate of about 2 tons per acre or to cover approximately 75 percent of the ground surface. When feasible, anchor mulch with a packer or disk harrow with the blades set straight or with emulsified asphalt (grade AES or SS1) at a rate of 100 gallons emulsion mixed with 100 gallons water for each ton of mulch.

B. Management

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

C. Other Requirements or Exceptions

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

Ds3 CRITICAL AREA VEGETATIVE PLAN Ds3

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

SOIL CONDITIONS – Due to grading and construction, the areas to be treated are mainly subsoil and substrata. Fertility is low and the physical characteristics of the exposed material are unfavorable to all but the most hardy plants.

TREATMENT SPECIFICATIONS

A. Hydroseeding. When hydraulic seeding and fertilizing equipment is used, no grading and shaping or seedbed preparation will be required. The fertilizer, seed and wood cellulose fiber mulch will be mixed with water and applied to a slurry. All slurry ingredients must be combined to form a homogeneous mixture, and spread uniformly over the area, leaving about 25% of the ground surface exposed.

B. Hand seeding. Grade, shape and smooth where needed to provide for safe equipment operation at seeding time and for maintenance purposes. The lime and fertilizer in dry form will be spread uniformly over the area immediately before seedbed preparation. A seedbed will be done with cultipacker-seeder, drill, rotary seeder or other mechanical or hand seeder. Seed will be distributed uniformly over a freshly prepared seedbed and covered lightly. Within 24 hours after seeding, straw or hay mulch will be spread uniformly over the area, leaving about 25% of the ground surface exposed. Mulch will be spread with blower-type mulch equipment or by hand and anchored immediately after it is spread. A disk harrow with the disk set straight or a special packer disk may be used to press the mulch into the soil.

PREPARATION APPLICATION RATES

Agricultural limestone: 4000 lbs/acre Fertilizer 5-10-15: 1500 lbs/acre  
Mulch, straw or hay: 5000 lbs/acre Fiber mulch: 1000 lbs/acre \*\*

\*\* required only on hydroseeding operations

TOPDRESSING: To be applied when plants are 2-4 inches. Fertilize 300 lbs/acre

SECOND YEAR FERTILIZER

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

SEED SPECIES OPTIONS AND PLANTING DATES

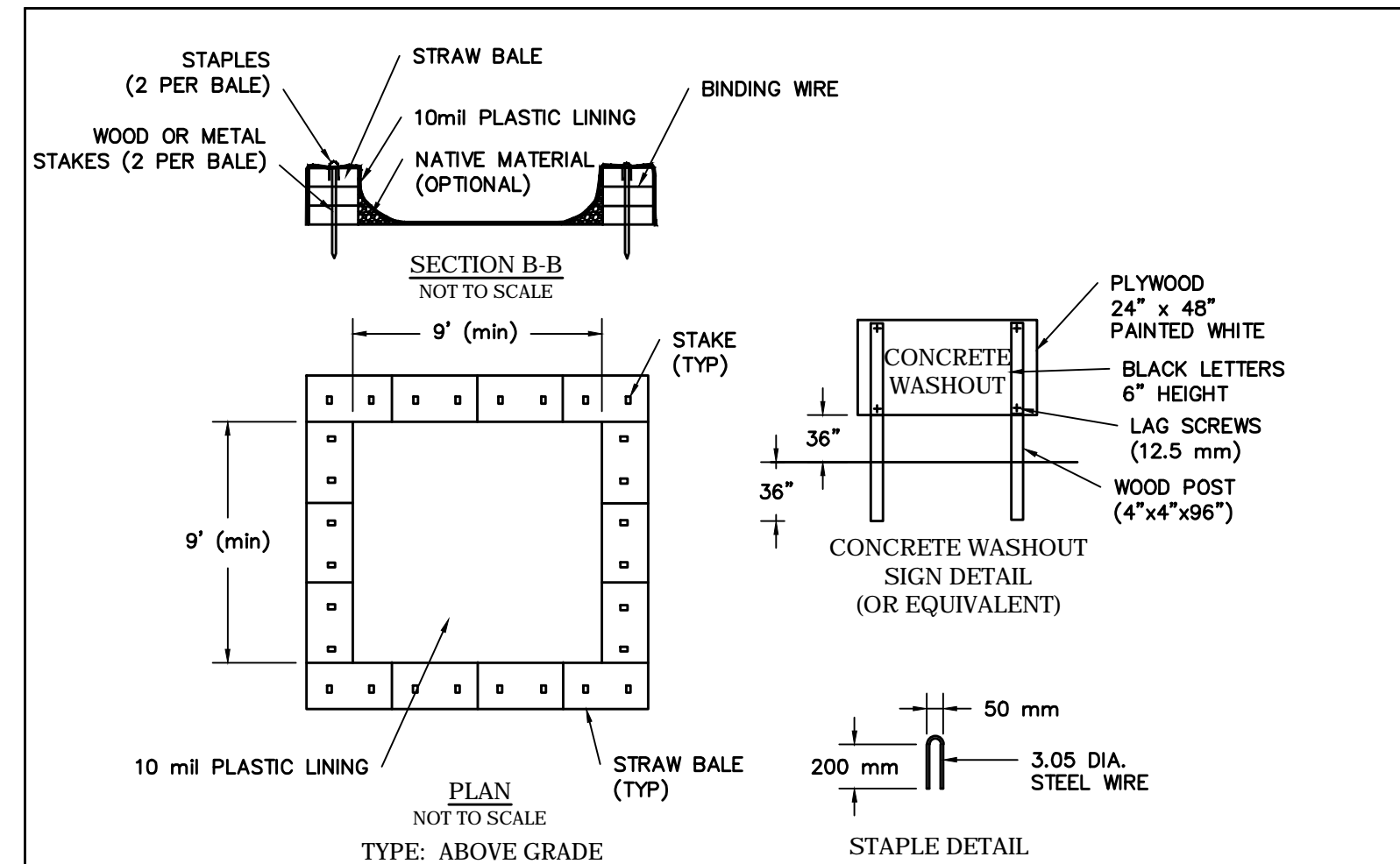
Fescue: 50 lbs/acre : 6/15 to 2/28 Rye: 50 lbs/acre : 11/1 to 2/18  
Bermuda: 10 lbs/acre : 3/1 to 6/15 Lovegrass: 4 lbs/acre : 3/1 to 6/15  
Serjicia lespedeza: 60 lbs/acre 3/1 to 6/15

Ds3 PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER

Species	Broadcast Rates 1/ – PLS 2/ Per Acres sq. ft.	Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Remarks
BERMUDA SPRIGS (Cynodon dactylon) Coastal, Common, Midland, or TIR 44 Coastal, Common, or TIR 78	40 cu. ft. 0.9 cu. ft. or spd plugs 3' x 3'	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs.
BAHIA, WILMINGTON (Paspalum notatum) alone or with temporary cover with other perennials	60 lbs. 1.4 lb 30 lbs. 0.7 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	166,000 seed per pound. Low growing. Soil forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and farms. Mix with Serjicia lespedeza or weeping lovegrass.
CROWNVEATCH (Coronilla varia) with winter annuals or cool seasons grasses	15 lbs. 0.3 lb	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	100,000 seeds per pound. Dense growth. Drought tolerant and fire resistant. Attractive rose, pink, and white blossoms spring to late fall. Mix with 30 pounds of Tall fescue or 15 pounds of rye. Inoculate seed with M inoculant. Use from North Atlanta and Northwest.
FESCUE, TALL (Festuca arundinacea) alone with other perennials	50lbs 1.1 lb. 30lbs 0.7 lb.	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	227,000 seeds per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or Crownveatch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
REED CANARY GRASS (Phalaris arundinacea) alone with other perennials	50 cu. ft. 1.1 cu. ft. 30 cu. ft. 0.7 cu. ft.	M-L	J F M A M J J A S O N D J F M A M J J A S O N D	Grows similar to Tall fescue.

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

SEEDING NOTE: IF PERMANENT VEGETATION IS REQUIRED BEFORE SEPTEMBER 15, USE THE APPROPRIATE SEED AND FERTILIZER FROM THE CHARTS.



NOTES:

1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

NOTES:

1. Temporary concrete washout facilities shall be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.
2. A sign shall be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
3. Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
4. Temporary washout facilities shall have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
5. Perform washout of concrete mixer trucks in designated areas only.
6. Wash concrete only from mixer truck shoots/chutes into concrete wash outapproved concrete washout facility. Washout may be collected in an impermeable bag for disposal.
7. Pump excess concrete in concrete pump bin back into concrete mixer truck.
8. Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed offsite.
9. Transit trucks are not to be washed at concrete washout.
10. Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of per state and local regulations.
11. On site concrete waste storage and disposal procedures shall be monitored at least weekly.
12. When temporary concrete washout facilities are no longer required for the work, the hardened concrete shall be removed and disposed of in conformance with state and local regulations.
13. Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired.

TEMPORARY ON-SITE CONCRETE TRUCK WASH

TABLE 3. FERTILIZER RATES					
PLANTING OPTIONS	YEAR	ANALYSIS	# PER ACRE	# PER 1000 SQ. FT.	# PER ACRE
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100
COMMON BERMUDA (UNHILLED)	YEAR TWO	6-12-12	1000	25	50-100
RYE GRAIN					
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100
APPALOW LESPEDEZA (UNSCARIFIED)	YEAR TWO	6-12-12	1000	25	50-100
RYE GRAIN					
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100
RYE GRAIN	YEAR TWO	6-12-12	1000	25	50-100
CROWNVEATCH	AT PLANTING	6-12-12	1500	35	0-50
RYE GRAIN	YEAR TWO	6-12-12	1000	25	0-1.2
WEeping LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100
APPALOW LESPEDEZA (SCARIFIED)	YEAR TWO	6-12-12	1000	25	50-100
BROWNTOP MILLET					
SUNFLOWER "ATTEC MAXIMILIAN"	AT PLANTING	6-12-12	1500	35	50-100
WEeping LOVEGRASS	YEAR TWO	6-12-12	1000	25	50-100
COMMON BERMUDA (HILLED)	AT PLANTING	6-12-12	1500	35	50-100
BROWNTOP MILLET	YEAR TWO	6-12-12	1000	25	50-100
WEeping LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100
RYE GRAIN	YEAR TWO	6-12-12	1000	25	50-100
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100
	YEAR TWO	6-12-12	1000	25	50-100

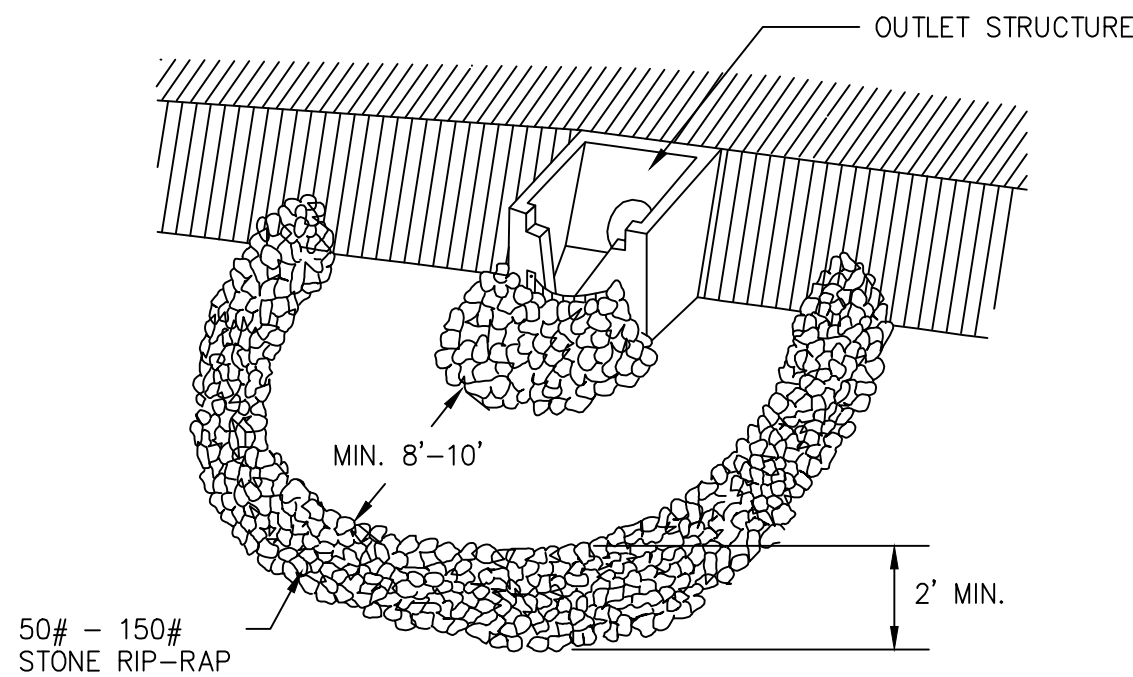
Du DUST CONTROL

NOTES:

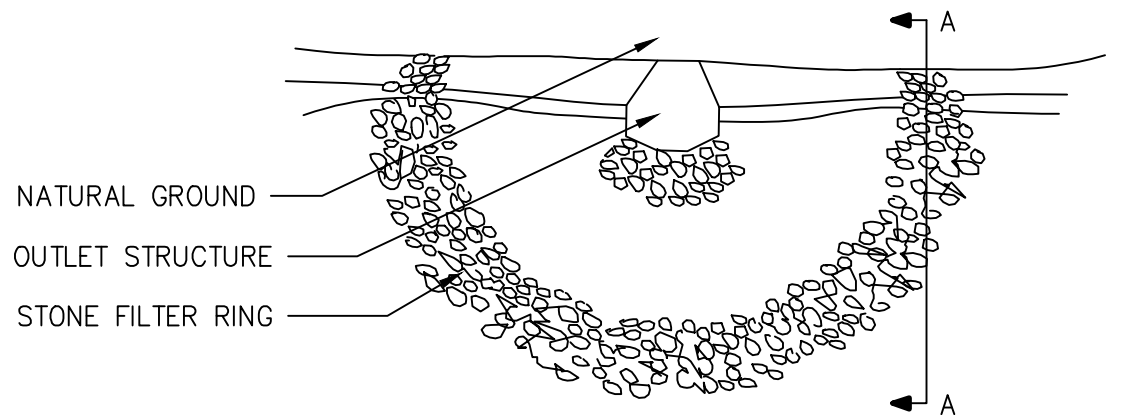
1. The generation of dust during grading operations will be controlled by the use of temporary vegetation and mulching in disturbed areas.
2. In an emergency situation, the site should be sprinkled with water until the surface is wet. This process should be repeated as necessary.
3. All disturbed areas must be grassed with permanent vegetation within 14 days of achieving finished grade.

STONE FILTER RING

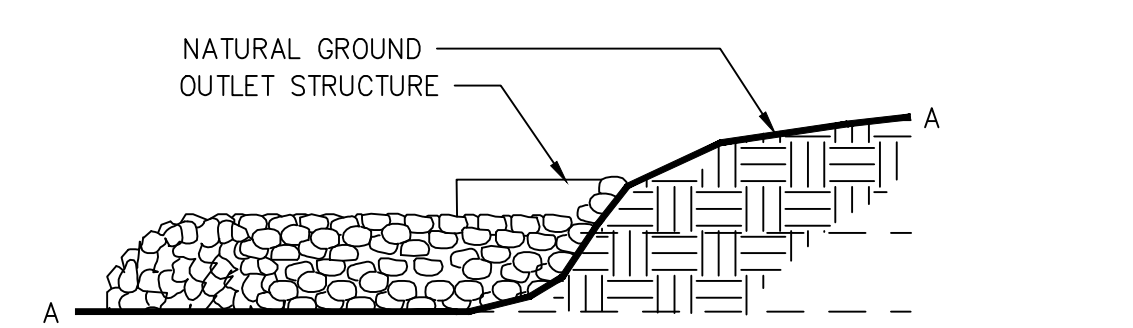
PERSPECTIVE VIEW



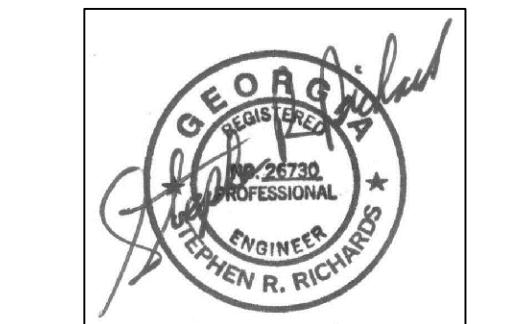
PLAN VIEW (NOT TO SCALE)



CROSS SECTION (NOT TO SCALE)



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CIVIL ENGINEERING • LAND PLANNING  
P.O. BOX 220 CHATSWORTH, GA 30705  
(706) 995-0661



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

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

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Revisions	Date

Drawing Title  
SOIL EROSION  
SEDIMENTATION  
AND POLLUTION  
CONTROL  
DETAILS

DATE	2/26/21	DRAWING NO.	C4
PROJECT NO.	20-037		



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

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

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

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

### Waste Materials

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

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

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

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

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

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

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

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

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

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

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

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

Containers for products such as fuels, lubricants and tars will be inspected daily for leaks and spills. This includes on-site vehicle and machinery daily inspections and regular preventative maintenance for such equipment. Equipment maintenance areas will be located away from state water, natural drains and storm water drainage inlets. In addition, temporary fueling tanks shall have a secondary containment liner to prevent/minimize site contamination. Discharge of oils, fuels and lubricants is prohibited. Proper disposal methods will include collection in a suitable container and disposal as required by local and State regulations.

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

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

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

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

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

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

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

- THIS DISTURBED AREA OF THIS PROJECT IS LESS THAN 1.0 ACRE AND THEREFORE IS NOT SUBJECT TO THE REQUIREMENTS OF NPDES.
2. NON-EXIST ACTIVITY SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WEGSTED VEGETATION OR WITHIN 25 FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
3. WASTE MATERIALS SHALL NOT BE DISCHARGED INTO STATE WATERS EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
4. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A SITE SHALL BE PREVENTED. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE OF THE RELEASE OF HAZARDOUS SUBSTANCES OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 OCCURS DURING A 24 HOUR PERIOD, THE PERMITTEE IS REQUIRED TO NOTIFY EPD AT (404) 656-4863 OR (800) 241-4113 AND THE NATIONAL RESPONSE CENTER (NRC) AT (800) 424-8802 IN ACCORDANCE WITH THE REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 AS SOON AS HE/SHE HAS KNOWLEDGE OF THE DISCHARGE.
5. THIS PLAN HAS BEEN DESIGNED USING BMP'S, INCLUDING SOIL CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH AND NO LESS STRINGENT THAN THOSE PRACTICES CONTAINED IN THE MANUAL.
6. ANY AMENDMENTS OR REVISIONS TO THE EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
7. THE OWNER MUST ENSURE THAT CONSTRUCTION ON THIS SITE MEETS THE REQUIREMENTS OF THE GEORGIA DEPARTMENT OF ENVIRONMENTAL HEALTH AND GAEPD FOR WASTE DISPOSAL, SANITARY SEWER AND/OR SEPTIC SYSTEMS.
8. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
9. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
10. ALL DESIGNS WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL).
11. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT PAVED WILL BE SEEDED FOR PERMANENT VEGETATION.
12. BMP'S MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE PROPERLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
13. CONSTRUCTION DEBRIS MUST BE KEPT FROM LEAVING THE SITE AND/OR ENTERING STREAM CHANNELS AT ALL TIMES.
14. STOCKPILED SOIL SHALL BE LOCATED FAR ENOUGH FROM SLOPES AND DRAINAGE WAYS SO THAT RUNOFF CANNOT CARRY SEDIMENT DOWNSTREAM. PROVIDE BMP'S TO CONTROL SEDIMENT FROM STOCKPILED SOIL.
15. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
16. PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION SHALL BE APPLIED AS SOON AS PRACTICABLE AFTER FINISH GRADING AND NO LATER THAN FOURTEEN (14) DAYS AFTER EARTH MOVING HAS ENDED.
17. ALL ONSITE SLOPES MUST BE NO STEEPER THAN 2:1. ANY SLOPE STEEPER THAN 2:1 MUST BE STABILIZED WITH A RETAINING WALL OR OTHER SLOPE STABILIZATION METHOD AND HAVE A 4 FOOT (MIN.) CONTINUOUS FENCE INSTALLED AT THE TOP.
18. SILT FENCES MUST BE INSTALLED ON THE DOWNHILL SIDE OF ALL LAND DISTURBING ACTIVITIES. STRAW BALES MAY NOT BE USED AS A SEDIMENT BARRIER. A BRUSH BARRIER IS AN ACCEPTABLE ALTERNATIVE TO SILT FENCE.
19. BMP'S MUST BE INSTALLED TO MINIMIZE OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST.
20. REFER TO THE MANUAL FOR ADDITIONAL PRACTICES AND METHODS.
21. OFFSITE BORROW PITS OR WASTE AREAS MUST HAVE AN APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
22. STEPHEN R. RICHARDS, PE OR SOMEONE UNDER HIS DIRECT SUPERVISION HAS VISITED THIS SITE PRIOR TO THE DESIGN OF THE E&S&C PLAN.
23. PER THE REQUIREMENTS OF THE STATE OF GEORGIA, THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STABILIZATION REQUIREMENTS AND PERIMETER CONTROL BMP'S WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE OWNER MUST NOTIFY THE DESIGN PROFESSIONAL, IN WRITING, AT LEAST ONE (1) WEEK PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE THE INSPECTION. WITHOUT THE INSPECTION, THE SITE WILL NOT BE IN COMPLIANCE AND MAY BE SUBJECT TO FINES OR OTHER ACTIONS FROM THE STATE OF GEORGIA. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR THE CLIENT'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT.
24. THIS DRAWING HAS BEEN PREPARED FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL PERMITTING PER THE REQUIREMENTS OF THE STATE OF GEORGIA. ADDITIONAL PERMITS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ABIDING BY THE REQUIREMENTS OF ISSUANCE. ADDITIONAL PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS PERMITS FROM THE US ARMY CORPS OF ENGINEERS AND STREAM BUFFER ENCROACHMENT PERMITS FROM GAEPD AND SURFACE MINING PERMITS FROM GAEPD.
25. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, CONTACT THE ENGINEER IMMEDIATELY FOR GUIDANCE ON ADDITIONAL BMP'S OR MODIFICATION TO EXISTING BMP'S. ANY DEVIATION FROM THE PLAN MUST BE DESIGNED BY THE ENGINEER AND THE PLAN REVISED.
26. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
27. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER SILT BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
28. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
29. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
30. EROSION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
31. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS.
32. THIS SITE IS LOCATED WITHIN 200' OF A TROUT STREAM AS DEFINED BY GAEPD.
33. A WETLANDS STUDY HAS NOT BEEN PERFORMED ON THIS SITE. THERE ARE NO KNOWN WETLANDS ON THIS SITE.
34. THERE ARE NOT STATE WATERS LOCATED ON OR WITHIN 200' OF THE SITE.
35. A PORTION OF THIS PROPERTY DOES LIE WITHIN A 100-YEAR FLOOD-PLAIN ZONE AS SHOWN ON MAPS PREPARED FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE ADMINISTRATION OF THE FLOOD INSURANCE PROGRAM (FLOOD NO. 1131300138D, EFFECTIVE DATE 9/19/2007).

A circular professional engineer seal for the State of Georgia. The outer ring contains the text "GEORGIA" at the top and "STEPHEN R. RICHARDS" at the bottom, separated by two stars. Inside the ring, the text "REGISTERED" is at the top, "NO. 26730" is in the center, and "PROFESSIONAL ENGINEER" is at the bottom. A handwritten signature, "Stephen R. Richards", is written across the seal.

GA PROFESSIONAL ENGINEER NO.  
26730  
LEVEL II CERTIFIED DESIGN  
PROFESSIONAL NO. 8688

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

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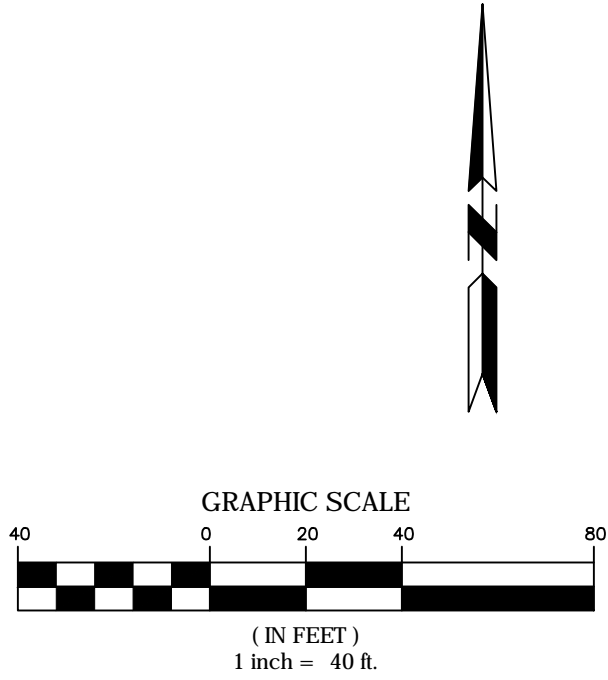
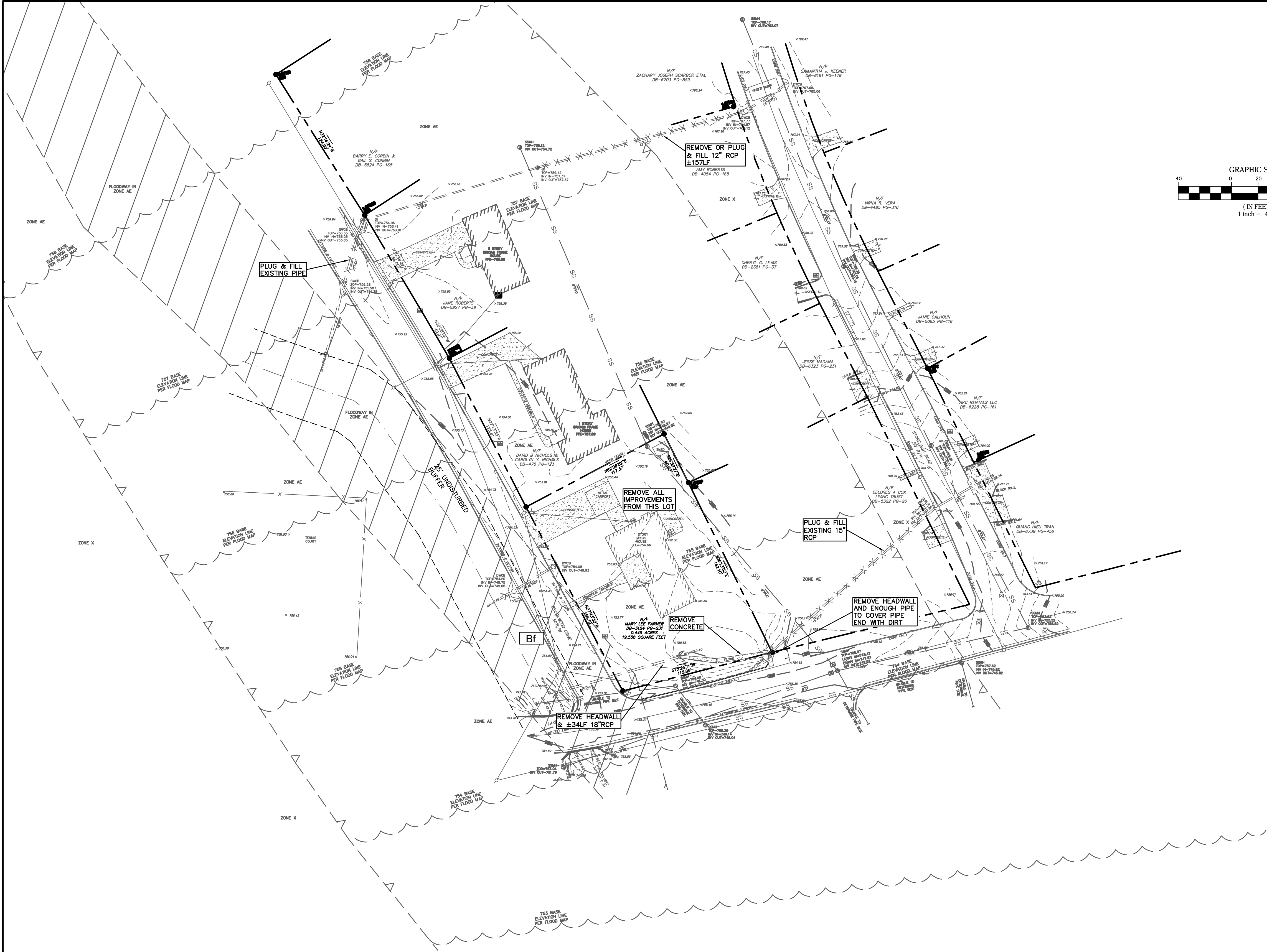
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Revisions	Date

—Drawing Title

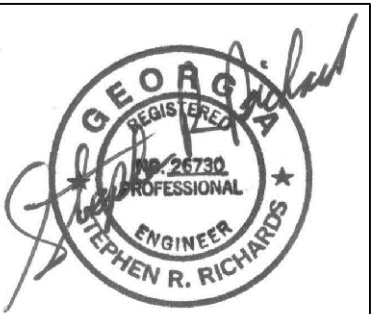
# SOIL EROSION SEDIMENTATION AND POLLUTION CONTROL NOTES

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



1. DEMOLITION NOTES:

- EXISTING INFORMATION ON THIS PLAN WAS TAKEN FROM A SURVEY PREPARED BY: LOWRY & ASSOCIATES LAND SURVEYING, LLC.
- THE SITE IS OCCUPIED BY EXISTING BUILDINGS, STORM LINES, PAVEMENT, POWER POLES AND UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES THAT MAY HAVE UTILITIES ON THE SITE TO GET A DETERMINATION IF ANY UTILITIES EXIST THAT WILL BE IMPACTED AND DETERMINE THE REQUIRED PROCEDURE FOR ABANDONMENT OF THE EXISTING UTILITIES.
- EXISTING IMPROVEMENTS ON THE SITE SHALL BE REMOVED FROM THE SITE AND DISPOSED IN A WASTE DISPOSAL AREA AS APPROVED BY LOCAL AND STATE ORDINANCE.
- STORM SEWER LINES SHOWN TO BE ABANDONED SHALL BE FILLED WITH FLOWABLE FILL CONCRETE.
- UTILITY LINES SHALL BE DEMOUSHED AND REMOVED FROM THE SITE.



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN  
PROFESSIONAL NO. 8688

PROJECT  
915 BROOKWOOD DRIVE  
BROOKWOOD DRIVE  
DALTON, GA

CLIENT  
CITY OF DALTON  
PO BOX 1205, 535 ELM STREET  
DALTON, GA 30722

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Revisions	Date

Drawing Title  
**PRELIM EXISTING  
CONDITIONS  
AND  
DEMOLITION  
PLAN 1/4/2021**

DATE	2/26/21	DRAWING NO.
PROJECT NO.	20-037	C6





## CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: April 01, 2021

BID DATE: Tuesday, April 6, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

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

### INTERPRETATIONS:

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

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

- hold in these two structures. Should any modifications be made to the existing catch basins at these two locations? Contractor is responsible to create positive drainage from the existing catch basin to the new junction boxes. Please see updated bid form for the addition of two (2) GDOT 1034D (668-1110) catch basins.
6. Are precast headwalls acceptable in lieu of cast in place headwalls? Yes, pre-cast structures may be used in lieu of cast in place headwalls. Please note that the front and back of all joints must be mudded.
  7. There appears to be a rear driveway from 924 Stoneleigh Road that exits onto Lakemont that will be affected by construction, however we do not see a pay item for replacement of this driveway. Please advise. Additional pay item has been added to address replacement of this driveway. Please see updated bid form.
  8. Stoneleigh Road currently has centerline and edge striping that will likely be damaged during construction. Will the contractor be required to replace any striping that is damaged? No, the striping will not be the responsibility of the contractor. The City will address these items after project completion.
  9. Who will be responsible for adjustment of any sanitary sewer and water services that may be in conflict with the work? Contractor shall make reasonable effort to avoid, or work around, any utility conflicts in coordination with utilities services. If conflict cannot be avoided, the contractor shall be responsible for adding a junction box at the contract unit rate, as directed by the City.
  10. The Phase 2 Erosion Control Plan shows Rt-B to be installed at the new outlet headwall of the pond. Will there be a pay item added for this work or should it be included in other pay items? Additional pay item has been added to address this. Please see updated bid form.
  11. The plans indicate that 4' tall fence should be installed and the pay items say 6' fence. Please confirm the required height of the proposed fence. The correct height for the fence shall be 6' - 0".

BY:

Megan Elliott  
Project Engineer

Attachments:

- Revised Bid Form

###



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	05/03/2021
<b>Agenda Item:</b>	Ratification of Contract for Services with Dilbeck Lawn and Landscape Design, Inc. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton
<b>Department:</b>	Public Works
<b>Requested By:</b>	Megan Elliott
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$83,599.99 (Remainder of 2021) & \$125,399.98 (annually for 2022 & 2023)
<b>Funding Source if Not in Budget</b>	Contract Services Budget Line from Public Works and Parks & Recreation

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

As presented at the Mayor & Council Meeting on April 19<sup>th</sup>, 2021, this request is for the ratification of the contract for services with Dilbeck Lawn and Landscape Design, Inc. is to perform the 2021 – 2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton listed in the attached contract for Bid Alternate “A” & Bid Alternate “D”.

Dilbeck Lawn and Landscape Design, Inc. will be replacing Spartan Management, LLC. for the packages referenced above.



## CITY OF DALTON, GEORGIA



### CONTRACT DOCUMENTS

For  
PROJECT:

**2021 thru 2023 MOWING & OTHER LANDSCAPING SERVICES  
30 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
&  
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205  
DALTON, GEORGIA 30722**

## ADVERTISEMENT FOR BIDS

### CITY OF DALTON DALTON, GEORGIA

Sealed bids will be received by the City of Dalton for **MOWING AND OTHER LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Tuesday, October 27, 2020** until 2:00 PM at the Office of the Finance Department, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

#### PROJECT DESCRIPTION:

The work consists of **MOWING AND OTHER LANDSCAPING SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 30 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, C, and D. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2021, 2022, 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website [www.daltonga.gov](http://www.daltonga.gov) under the Finance Department's Policies and Forms page. This packet provides an overview of the minimum insurance coverages required.

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

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Tosha Haynes, Office Manager, at 706-278-7077.

A **mandatory** pre-bid meeting is scheduled for **Monday, October 12, 2020 at 9:00AM** to begin at the Public Works Office. Please reserve a full day to tour the 30 sites included in this package. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the bid documents and specifications should be addressed to Megan Elliott by email [melliott@daltonga.gov](mailto:melliott@daltonga.gov) no later than 72 hours prior to the scheduled bid opening.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Chief Financial Officer, City of Dalton**, and marked as follows: **"Proposal for Mowing and Other Landscaping Services (Dalton Public Works Department, Dalton Municipal Airport, & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

[Signature]  
BY: Authorized Officer or Agent  
DILBECK LWN & LANDSCAPE DESIGN, INC.  
Contractor Name

10/26/20  
Date

11/16/2011  
Authorization Date for EEV Program  
466411  
Employment Eligibility (EEV) #

OWNER / PRESIDENT  
Title of Authorized Officer or Agent of Contractor  
CRAIG DILBECK  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 26 day of October, 2020  
[Signature]  
Notary Public

My Commission Expires: 05/20/2023

\*MUST BE NOTARIZED



\*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. 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.

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared CRAIG DILBECK (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of DILBECK LANDSCAPE DESIGN, INC. (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2021 Thru 2023 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 26<sup>TH</sup> day of OCTOBER, 2020.

Company Officer:

Craig Dilbeck  
By

CRAIG DILBECK  
Print

Sworn to and subscribed before me,  
this 26 day of October, 2020.

[Signature]  
Notary Public



**CITY OF DALTON**  
**DALTON, GA**

**BID FORM**

**MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON**

**Item Description:**

Provide mowing and other services at all thirty (30) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

**LUMP SUM BID: \$** N/A NOT APPLICABLE  
**Per Calendar Year for**  
**2021, 2022, 2023**

---

**Bid Alternate A:**

Provide mowing and other services at the following locations within the City of Dalton:

1. West Hill Cemetery
  2. Oak Hill Cemetery
  3. Old Presbyterian Cemetery
- \*2021 TOTAL: \$58,133.33\***

**BID ALTERNATE "A": \$** 87,199.99  
**Per Calendar Year for**  
**2021, 2022, 2023**

---

**Bid Alternate B:**

Provide mowing and other services at the following locations within the City of Dalton:

4. Veterans Park
5. Huff House
6. Hamilton House & Crown Gardens and Park Areas
7. Trammell Street
8. East Morton & Sheryl Drives Islands
9. Kenilworth Court Median
10. Carpet Capital Rotary Park
11. Willow Park Median
12. Thornton Avenue/Walnut Avenue Islands
13. Woodpark Estates Islands
14. Public Works Office
15. City Hall
16. Cemetery Chapel

**Previously Awarded to Dilbeck in Original Contract Package  
on 11.16.2020**

BID ALTERNATE "B": \$36,299.99  
Per Calendar Year for  
2021, 2022, 2023

**Bid Alternate C:**

Provide mowing and other services at the following locations within the City of Dalton:

17. Dalton Municipal Airport

~~BID ALTERNATE "C": \$ N/A Not Applicable~~  
Per Calendar Year for  
2021, 2022, 2023

**Bid Alternate D:**

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

- 18. Old City Park/Adjacent Corner
- 19. Dalton Green
- 20. Gateway / Central Park
- 21. Senior Center
- 22. Civitan Park/Mockingbird Trail
- 23. Brookwood Park
- 24. V. D. Parrott Park
- 25. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain
- 26. Crown Mill Cut Through
- 27. Mack Gaston Community Center
- 28. Otis Cook Tree Park
- 29. Burr Park
- 30. Waterfall Park

**Alternate "D" - Awarded to  
Dilbeck as Replacement  
for Spartan - Contract  
Price Prorated for 8 Months of 2021**

**\*2021 TOTAL: \$25,466.66\***

BID ALTERNATE "D": \$38,199.99  
Per Calendar Year for  
~~2021~~, 2022, 2023

Bid(s) submitted by (Contractor Name): DILBECK LAWN & LANDSCAPE DESIGN, INC.

Signed by (Company Officer): 

Print Name and Title: CRAIG DILBECK

Witnessed by (Name and Signature): Heather M. Fugatt  


## CITY OF DALTON

### AGREEMENT FOR MOWING SERVICES

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 3 day of May, 20 21 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and **Dilbeck Lawn & Landscape Design, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

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

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternative **A & D** Specifications which is attached hereto as Exhibit "A" and included herein by reference.

2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.

3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on May 3, 2021 and continue said services through December 31, 2021 for the pro-rated CONTRACT SUM for the calendar year of 2021. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.

4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ **83,599.99** Dollars for 2021 and \$ **125,399.98** Dollars annually for 2022 & 2023 for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and



incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Public Works Director for Bid Alternative     **A**    , and Parks and Recreation Director for Bid Alternative     **D**    ;
- (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the



subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, and its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

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

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

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

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

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
  - (1) Workers' Compensation statutory limits;
  - (2) Employer's Liability:
    - a. Bodily Injury by Accident - \$100,000.00
    - b. Bodily Injury by Disease - \$500,000.00 policy limit
    - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

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

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

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

Such notice to CONTRACTOR shall be mailed to: Dilbeck Lawn & Landscape Design, Inc.  
P.O. Box 1975  
Dalton, GA 30722

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

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

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

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

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

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

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

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:

Dilbeck Lawn & Landscape Design, Inc.

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

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

CITY:

CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK

## **EXHIBIT “B”**

### **CONDITIONS AND TERMS OF PAYMENT**

- The duration of this contract between the City and the Contractor will be for calendar years 2021, 2022, and 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor’s Bid Price for each of these years are:

#### **Remainder of 2021**

Alternate “A” = \$58,133.33

Alternate “D” = \$25,466.66

#### **2022 & 2023**

Alternate “A” = \$87,199.99

Alternate “D” = \$38,199.99

Note: These Alternates shall be billed separately.

#### **Alternate A**

Bill to City of Dalton Public Works Department  
Attn: Tosha Haynes (thaynes@daltonga.gov) and  
Megan Elliott (melliott@daltonga.gov)

#### **Alternate D**

Bill to Dalton Parks and Recreation Department  
Attn: Barbara Langford (blangford@daltonga.gov) and  
Russ Teasley (rteasley@daltonga.gov)

- Contractor will submit payment requests to the appropriate City 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 designees.

## **BID ALTERNATE “A”**

### City of Dalton Landscaping Bid Package “A” Specifications

#### **I. West Hill Cemetery**

##### **A. Description of services**

- The contractor will mow and weed eat all maintained areas (indicated in red on the map) of Dalton’s West Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc. This contract does not include the landscaped area around the chapel.
- The contractor will utilize mowers equipped with mulching decks to minimize grass accumulation on tombstones and monuments. Should grass clippings get on tombstones and monuments, contractor must blow these clippings off as soon as possible.
- The cemetery should be completed on a weekly basis, weather permitting. The contractor will make every effort to finish West Hill each week before the weekend, as the cemetery receives more visitors at that time. No mowing on Sunday whatsoever.
- The contractor shall maintain a full staff of four workers for completing the work at this location each week.
- Special consideration must be given to the cemetery around the time of the Easter, Mother’s Day, Father’s Day, Memorial Day, and Fourth of July holiday weeks.
- The contractor’s mowing services are to be provided from March 15 through November 15 on a weekly basis and twice a month from November 15 through December 15.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor’s employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor’s on-site contact person.
- The cemetery sexton will provide a list and show the contractor the location of grave sites that are maintained by individuals and are not to be disturbed. This list is subject to change.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

##### **B. Additional contract requirements**

- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton



- The service provider will bill Dalton Public Works Department monthly
- The contract period runs from January 1, 2021 – Dec. 31, 2023. Contractors should submit bids that include a yearly bid for each of the three year contract duration.

## **II. Oak Hill Cemetery**

### **A. Description of services**

- The contractor will mow and weed eat all maintained areas of Dalton's Oak Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc. The narrow islands of grass between the sidewalk and both Waugh and Boundary streets must be maintained by the contractor as well. All sidewalks and curbs should be edged and blown off.
- The cemetery should be completed on a weekly basis
- The contractor's services are to be provided from March 15 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

## **III. Old Presbyterian Cemetery**

### **A. Description of services**

- The contractor will mow and weed eat all maintained areas of Dalton's Old Presbyterian Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc.
- The cemetery should be completed on a weekly basis.
- The contractor's services are to be provided from March 15 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.

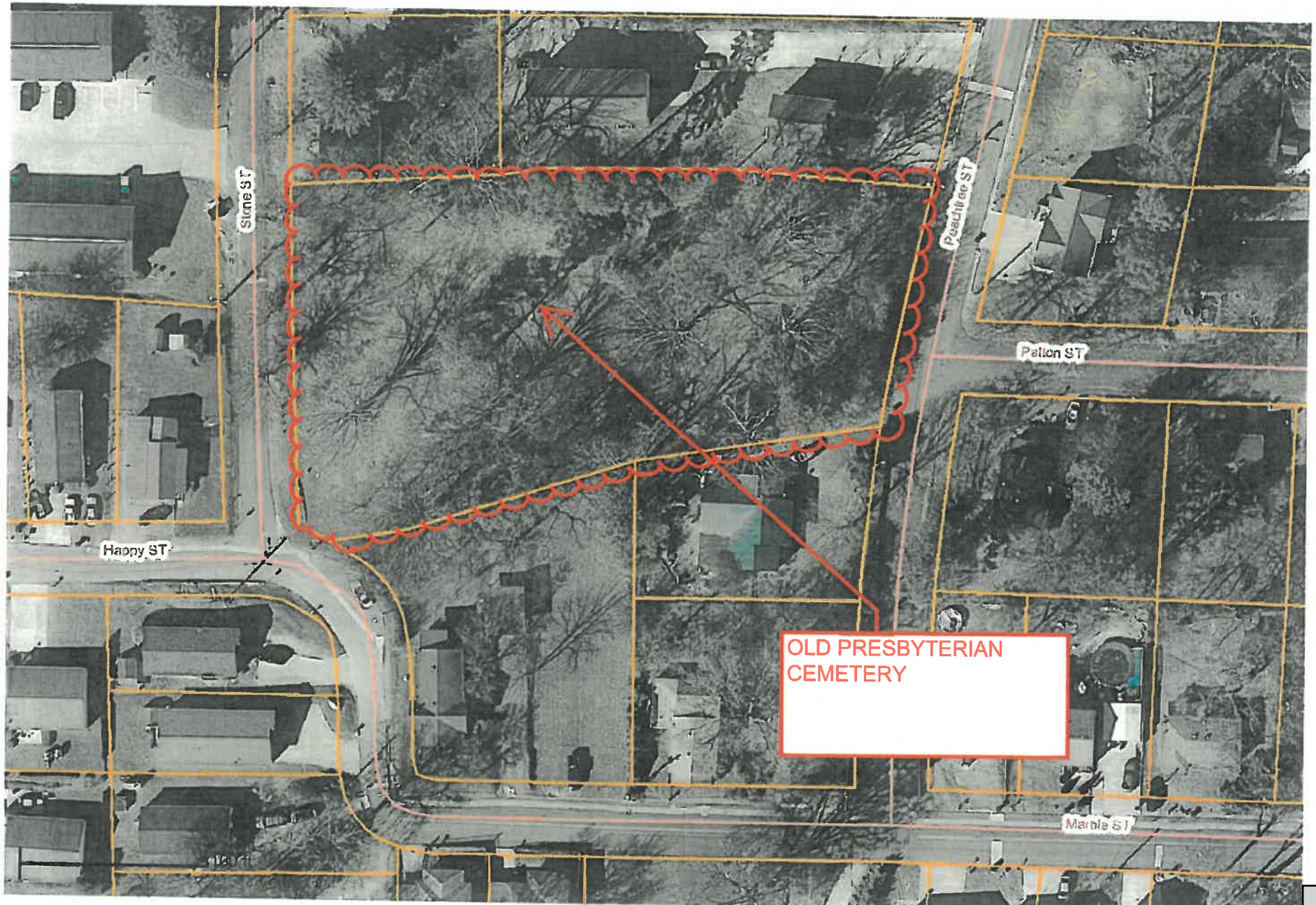
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

# Whitfield County GIS

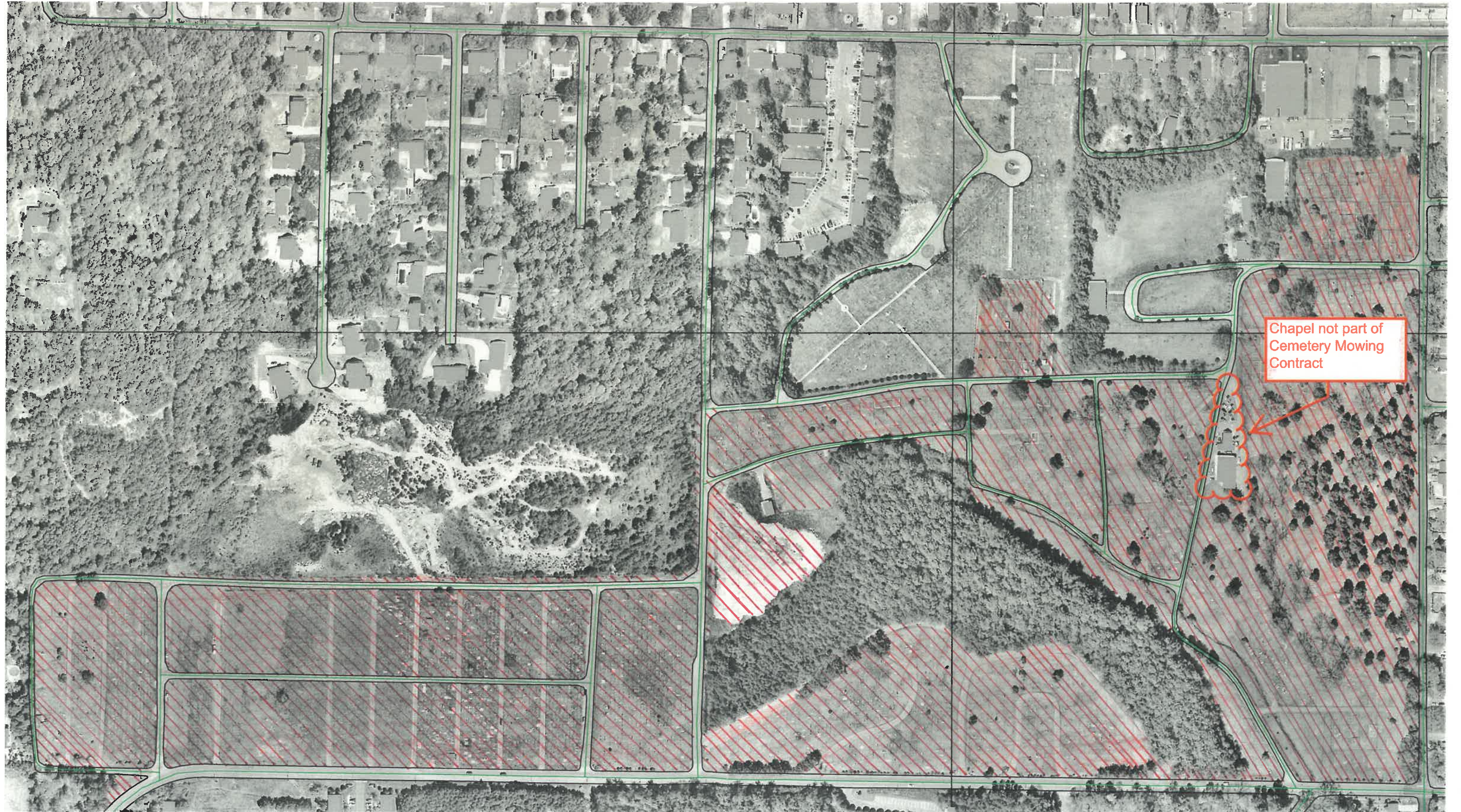




# Whitfield County GIS

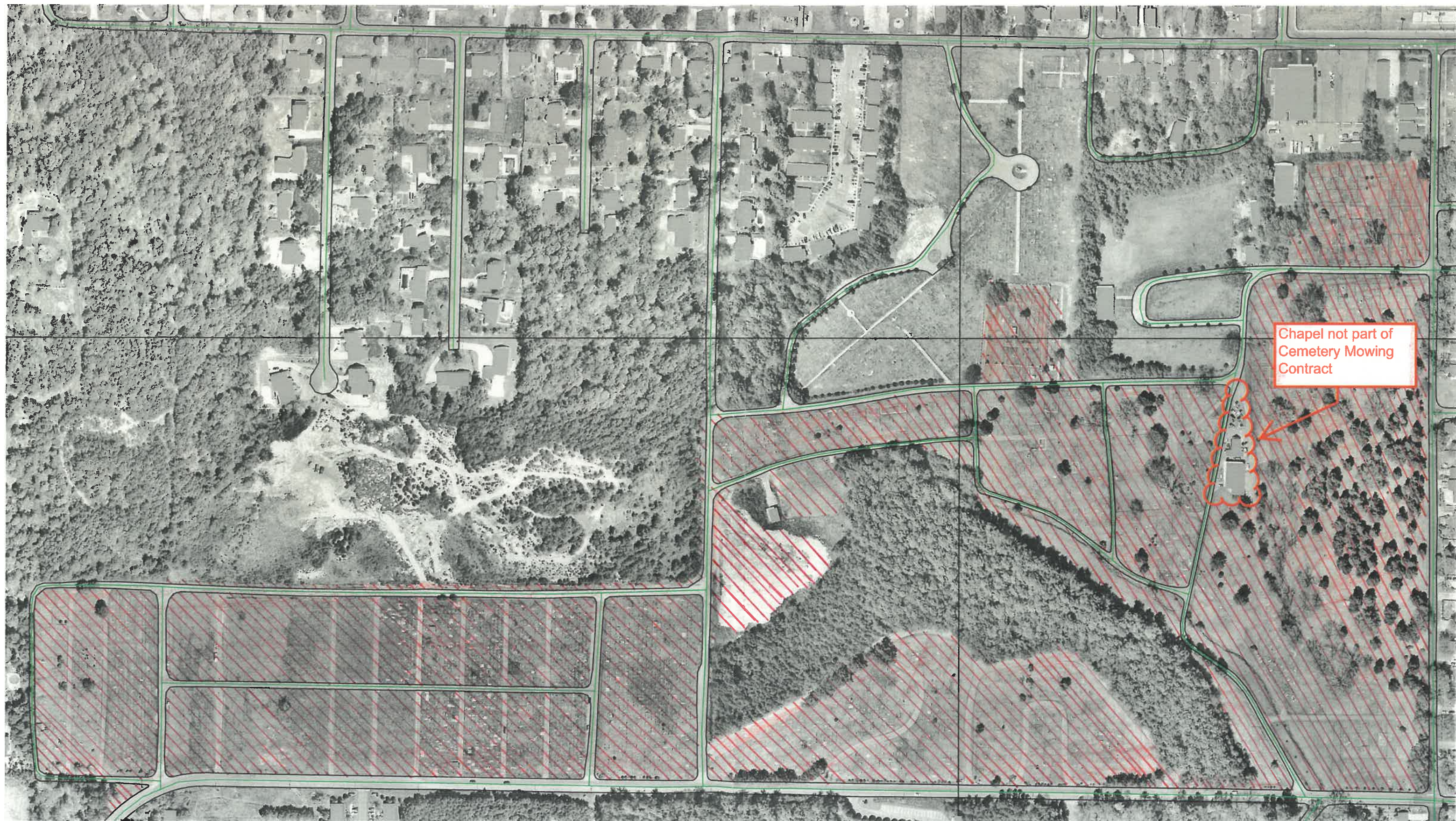






Chapel not part of  
Cemetery Mowing  
Contract





Chapel not part of  
Cemetery Mowing  
Contract



## Bid Alternate “D”

# Dalton Parks and Recreation Department Mowing and Landscaping Bid Package “D” Specifications



### I. Old City Park School and Adjacent Corner

#### A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

#### B. Pruning

- No pruning is needed on this site

#### C. Mulching

- No mulching is necessary at this location

#### D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.

#### E. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

#### F. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

### II. Dalton Green

#### A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris



B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Mulching

- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually
- Before being mulched, each bed should be edged with a bed edger. Absolutely **no hardwood bark** is permitted due the risk of fungal spores and disease organisms.

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Leafing

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

**III. Gateway Park / Central Park**

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, concrete pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Color beds

- In September, a winter planting of pansies is to be installed around the "Welcome to Dalton" sign located on the Central Park side of the grounds
- In late April or by the first of May, the sign bed is to receive an installation of summer annuals
- No flower plantings on the Gateway side of the grounds
- Any annual material (pansies and summer annuals) that perishes prematurely must be replaced at the contractor's expense
- Year around maintain and keep weed free.

D. Mulching

- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually. Gateway's flower bed area is not planted but does receive mulch.
  - Before being mulched, each bed should be edged with a bed edger
  - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- E. Irrigation
- No irrigation at this site
- F. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
  - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
  - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- G. Leafing
- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
  - Leaves should be bagged or raked into piles and removed
- H. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
  - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
  - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- I. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

#### **IV. Senior Center**

##### **A. Mowing**

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

##### **B. Pruning**

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- **Twice each year, around the parking lot and the back side (east) of the building, prune back as needed trees, shrubs and ground cover so that plants do not contact vehicles in parking lot and the roof and building.**
- Any shrub or bush that perishes must be replaced at the contractor's expense

##### **C. Color beds**

- In September, a winter planting of pansies is to be installed in the beds which flank the Senior Center's front entrance. An additional planting is to be installed in a bed that borders a walkway on the northwest corner of the building.
- In late April or by the first of May, these same locations receive an installation of summer annuals
- Year around maintain and keep weed free.

##### **D. Mulching**

- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually
  - Before being mulched, each bed should be edged with a bed edger
  - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- E. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
  - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
  - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- F. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
  - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
  - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- G. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.
- V. Civitan Park/Mockingbird Trail**
- A. Mowing
- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
  - Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, patios, and entrances; and weeding all beds and tree rings
  - Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris
- B. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
  - Any shrub or bush that perishes must be replaced at the contractor's expense
- C. Color beds**
- In September, a winter planting of pansies is to be installed in the bed containing the Civitan Park sign. The flowers are planted on both sides of the sign.
  - In late April or by the first of May, this bed is to receive an installation of summer annuals
  - Year around maintain and keep weed free.
- D. Mulching
- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually. In addition, the large area which borders the creek receives mulch also. Before being mulched, each bed should be edged with a bed edger (excludes the creek-side mulch area)
  - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- E. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.

- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
  - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- F. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
  - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
  - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- G. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.
- VI. Brookwood Park**
- A. Mowing
- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
  - Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
  - Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris
- B. Maintaining the creek area**
- The contractor is expected to weed eat the creek bank **Twice a month** during growing seasons
- C. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. This includes areas surrounding the tennis courts. The contractor is responsible for the removal of the clippings.
  - Any shrub or bush that perishes must be replaced at the contractor's expense
- D. Color beds**
- In September, a winter planting of pansies is to be installed on each side of the Brookwood entrance sign that borders on Walnut Avenue. An additional planting (about 5 rows wide) runs nearly the length of the bed that lies between the tennis courts and the road
  - In late April or by the first of May, these same locations receive an installation of summer annuals
  - Year around maintain and keep weed free.
- E. Mulching
- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually
  - Before being mulched, each bed should be edged with a bed edger
  - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- F. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
  - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
  - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

G. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

H. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

**VII. V. D. Parrott Park**

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor’s expense

C. Mulching

- **A layer of ground pine mulch** will be applied to all tree rings, shrubbery beds, and other mulched areas once annually.
- Before being mulched, each bed should be edged with a bed edger
- Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

D. Irrigation (No irrigation on this site)

E. Herbicides and Insecticides

- The contractor must have a certified Pesticide Applications License in category 24 (turf and ornamentals) and submit a photo copy to the DPRD for our records. In lieu of this, a contractor may subcontract herbicide application to a qualified third party.
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor’s expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

F. Leafing

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

G. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.

- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

H. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

**VIII. Joann Lewis Park (Fourth Avenue)/Fifth Avenue Island Fountain**

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. **Color beds**

- In September, a winter planting of pansies is to be installed in the bed containing the Joann Lewis Park sign
- In late April or by the first of May, this bed is to receive an installation of summer annuals
- Year around maintain and keep weed free.

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

F. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

**IX. Crown Mill Cut Through**

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- This property consists of both the park itself and the narrow islands of grass with tree plantings across the street



- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris
- B. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings and limbs.
- C. Mulching (**No Mulching Required at this site**)
- D. Herbicides (None Required) and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
  - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
  - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- E. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
  - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
  - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- F. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.
- X. Mack Gaston Community Center**
- A. Mowing
- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
  - Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
  - Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris
- B. Mulching
- **A layer of ground Pine mulch will be applied to all tree rings, shrubbery beds, and other mulched areas once annually. Before being mulched, each bed should be edged with a bed edger**
- C. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
  - Any shrub or bush that perishes must be replaced at the contractor's expense
- D. **Color beds**
- In September, a winter planting of pansies is to be installed in the bed containing the Community Center Signs on corner of MLK-Fredrick St and Fredrick St-McAfee St.
  - In late April or by the first of May, this bed is to receive an installation of summer annuals
  - Year around maintain and keep weed free.
- E. Herbicides and Insecticides
- All walkways, pads, **roundabout** and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.

- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

**XI. Otis Cook Tree Park**

A. Mowing

- Twice monthly from March 1 to October 16 and once a month from October 17 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Mulching

- A layer of ground pine mulch will be applied to all tree rings and beds once annually
- Before being mulched, each bed should be edged with a bed edger
- Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

D. Insecticides

- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

F. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

**XII. Burr Park**

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Mulching

- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually
- Before being mulched, each bed should be edged with a bed edger. Absolutely **no hardwood bark** is permitted due the risk of fungal spores and disease organisms.

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Leafing

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

XIII **Waterfall Park**

A. **Mowing**

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; edging all sidewalks, curbs, pads, and bed edges; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. **Pruning**

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. **Mulching**

- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually

- Before being mulched, each bed should be edged with a bed edger. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

**D. Herbicides and Insecticides**

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

**E. Leafing**

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

**F. Use caution around trees**

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

**G. Any changes to the landscape must be pre-approved**

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 05/03/2021

**Agenda Item:** Ratification of Contract for Services with H & H Exteriors, LLC. for the 2021-2023 Mowing and Other Landscaping Services at Dalton Municipal Airport

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$9,330.00 (Remainder of 2021) & \$13,995.00 (annually for 2022 & 2023)

**Funding Source if Not in Budget** Contract Services Budget Line from Airport

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

As presented at the Mayor & Council Meeting on April 19<sup>th</sup>, 2021, this request is for the ratification of the contract for services with H & H Exteriors, LLC. is to perform the 2021 – 2023 Mowing and Other Landscaping Services at Dalton Municipal Airport as listed in the attached contract for Bid Alternate “C”.

H & H Exteriors, LLC. will be replacing Spartan Management, LLC. for the package referenced above.

## CITY OF DALTON, GEORGIA



### CONTRACT DOCUMENTS

For  
PROJECT:

**2021 thru 2023 MOWING & OTHER LANDSCAPING SERVICES  
30 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
&  
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205  
DALTON, GEORGIA 30722**



## ADVERTISEMENT FOR BIDS

### CITY OF DALTON DALTON, GEORGIA

Sealed bids will be received by the City of Dalton for **MOWING AND OTHER LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Tuesday, October 27, 2020** until 2:00 PM at the Office of the Finance Department, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

#### PROJECT DESCRIPTION:

The work consists of **MOWING AND OTHER LANDSCAPING SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 30 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, C, and D. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2021, 2022, 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website [www.daltonga.gov](http://www.daltonga.gov) under the Finance Department's Policies and Forms page. This packet provides an overview of the minimum insurance coverages required.

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

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Tosha Haynes, Office Manager, at 706-278-7077.

A **mandatory** pre-bid meeting is scheduled for **Monday, October 12, 2020 at 9:00AM** to begin at the Public Works Office. Please reserve a full day to tour the 30 sites included in this package. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the bid documents and specifications should be addressed to Megan Elliott by email [melliott@daltonga.gov](mailto:melliott@daltonga.gov) no later than 72 hours prior to the scheduled bid opening.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Chief Financial Officer, City of Dalton**, and marked as follows: **"Proposal for Mowing and Other Landscaping Services (Dalton Public Works Department, Dalton Municipal Airport, & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

William F. Hasty III  
BY: Authorized Officer or Agent

10/25/2020  
Date

April 24, 2018  
Authorization Date for EEV Program

H+H Exteriors  
Contractor Name

1293342  
Employment Eligibility (EEV) #

owner  
Title of Authorized Officer or Agent of Contractor

William F. Hasty III  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 27 day of October, 20 20

Blake A. Hayes  
Notary Public

My Commission Expires: January 7, 2022

\*MUST BE NOTARIZED



\*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. 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.

**OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)**

**IN PERSON BEFORE ME**, an officer authorized to administer oaths appeared

William F. Hasty III (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of H+H Exteriors (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2021 Thru 2023 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 25 day of October, 2020.

Company Officer:

William F. Hasty III  
By

William F. Hasty III  
Print

Sworn to and subscribed before me,  
this 25 day of October, 2020.

Blake A. Hayes  
Notary Public



**CITY OF DALTON**  
**DALTON, GA**

**BID FORM**

**MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON**

**Item Description:**

Provide mowing and other services at all thirty (30) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

~~LUMP SUM BID. \$ 268,680.00~~  
Per Calendar Year for  
2021, 2022, 2023

**Bid Alternate A:**

Provide mowing and other services at the following locations within the City of Dalton:

1. West Hill Cemetery
2. Oak Hill Cemetery
3. Old Presbyterian Cemetery

~~BID ALTERNATE "A" \$ 171,895.00~~  
Per Calendar Year for  
2021, 2022, 2023

**Bid Alternate B:**

Provide mowing and other services at the following locations within the City of Dalton:

4. Veterans Park
5. Huff House
6. Hamilton House & Crown Gardens and Park Areas
7. Trammell Street
8. East Morton & Sheryl Drives Islands
9. Kenilworth Court Median
10. Carpet Capital Rotary Park
11. Willow Park Median
12. Thornton Avenue/Walnut Avenue Islands
13. Woodpark Estates Islands
14. Public Works Office
15. City Hall
16. Cemetery Chapel

~~BID ALTERNATE "B": \$~~

~~38,795.00~~

Per Calendar Year for  
2021, 2022, 2023

**Bid Alternate C:**

Provide mowing and other services at the following locations within the City of Dalton:

17. Dalton Municipal Airport

**Alternate "C" - Awarded to H&H**

**\*2021 TOTAL: \$9,330.00**

**Exteriors as Replacement**

**BID ALTERNATE "C": \$**

~~13,995.00~~

**for Spartan - Contract**

Per Calendar Year for

**Price Prorated for 8 Months of 2021**

~~2021, 2022, 2023~~

**Bid Alternate D:**

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

18. Old City Park/Adjacent Corner

19. Dalton Green

20. Gateway / Central Park

21. Senior Center

22. Civitan Park/Mockingbird Trail

23. Brookwood Park

24. V. D. Parrott Park

25. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain

26. Crown Mill Cut Through

27. Mack Gaston Community Center

28. Otis Cook Tree Park

29. Burr Park

30. Waterfall Park

~~BID ALTERNATE "D": \$~~

~~43,995.00~~

Per Calendar Year for  
2021, 2022, 2023

Bid(s) submitted by (Contractor Name): H&H Exteriors

Signed by (Company Officer): William F. Hasty III

Print Name and Title: William F. Hasty III - owner

Witnessed by (Name and Signature): Rick Hasty

## CITY OF DALTON

### AGREEMENT FOR MOWING SERVICES

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 3 day of May, 20 21 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and H&H Exteriors, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

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

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternative C Specifications which is attached hereto as Exhibit "A" and included herein by reference.

2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.

3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on May 3, 2021 and continue said services through December 31, 2021 for the pro-rated CONTRACT SUM for the calendar year of 2021. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.

4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 9,330.00 Dollars for 2021 and \$ 13,995.00 Dollars annually for 2022 & 2023 for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and



incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Airport Manager for Bid Alternative     **C**    .
- (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the

subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, and its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

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

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

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

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

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
  - (1) Workers' Compensation statutory limits;
  - (2) Employer's Liability:
    - a. Bodily Injury by Accident - \$100,000.00
    - b. Bodily Injury by Disease - \$500,000.00 policy limit
    - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

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

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

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

Such notice to CONTRACTOR shall be mailed to: H&H Exteriors, LLC  
P.O. Box 269  
Rocky Face, GA 30740

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

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

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

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

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

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

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

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:

H & H Exteriors, LLC.

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

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

CITY:

CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK



## **EXHIBIT “B”**

### **CONDITIONS AND TERMS OF PAYMENT**

- The duration of this contract between the City and the Contractor will be for calendar years 2021, 2022, and 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor’s Bid Price for each of these years are:

#### **Remainder of 2021**

**Alternate “C” =** \$9,330.00

#### **2022 & 2023**

**Alternate “C” =** \$13,995.00

#### **Alternate C**

Bill to Dalton Municipal Airport  
Attn: Kim Witherow (kwitherow@daltonga.gov and  
Andrew Wiersma ( awiersma@daltonga.gov)

- Contractor will submit payment requests to the appropriate City 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 designees.

## **BID ALTERNATE “C”**

### City of Dalton Landscaping Bid Package C Specifications

#### **I. Dalton Municipal Airport**

##### **A. Description of services**

- The contractor will provide mowing services from March 1 – December 1 of each calendar year. The contract term is for three years beginning January 1, 2021.

##### **B. Public areas**

- The public areas will be mowed once weekly (colored green on the attached map). There shall be a maximum of 7 days allowed between mows of these areas. This includes weed eating around all areas that are unable to be mowed, edging all walkways and curbs, weeding (pulling weeds, not spraying with herbicides) all beds and tree rings, and blowing off all walkways and pads. Any weeds around the foundations of hangar buildings should be sprayed with herbicide as needed. Any litter present in mowed areas should be collected and removed.
- The contractor will prune all shrubs and bushes as needed to maintain their health and appearance. The contractor is responsible for the removal of the clippings. Any shrub or bush that perishes must be replaced at the contractor's expense.
- Contractor shall prune crape myrtles (19 total) the first or second week of March for each calendar year (location specified on map).
- In September, a winter planting of pansies is to be installed in the beds immediately adjacent to the Terminal Building on both the road-side and aircraft ramp-side of the building. In late April or by the first of May, these same beds are to receive an installation of summer annuals.
- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually. Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilant may be applied. Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one, by all means available.
- Any changes to the design or contents of the landscape, unless specified in writing, must be pre-approved by the City's Airport Manager or Landscape Foreman.

**C. Runway and taxiway areas**

- The runway and taxiway areas (colored orange on the map) are to be mowed every-other-week. There shall be a maximum of 14 days allowed between mows of these areas. Any litter present in mowed areas should be collected and removed.
- Be careful mowing around the fragile runway lights. The contractor is liable for any damage to airport property.
- Please remain alert and maintain considerable space between mowers and incoming and outgoing airplanes.
- Mow the narrow area outside the fence that runs alongside Airport Road. This fence should be sprayed with herbicide as needed to keep weeds and grasses under control.
- All zones that fall outside the colored areas of the map are maintained by Dalton Public Works Department

**D. Additional contract requirements**

- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton
- The service provider will bill monthly the City of Dalton, 300 West Waugh Street/PO Box 1205, Dalton, GA 30722; Attention: Kimberley Witherow ([kwitherow@cityofdalton-ga.gov](mailto:kwitherow@cityofdalton-ga.gov)).
- The contract period runs from January 1, 2021– Dec. 31, 2023.

Contractor should pay special attention to comply with the Grounds Maintenance Policy attached to these specifications.

## DALTON MUNICIPAL AIRPORT

### GROUNDS MAINTENANCE POLICY

The following policies and guidelines are presented to assure maximum safety during grounds maintenance and grass mowing. Any variance from this policy should be approved by the Airport Manager.

1. During periods of low visibility, all mowers, vehicles and personnel should remain well clear of the runway; a minimum of 100 feet. Vehicles should stay within the ramp area and off the taxiways during these times of low visibility.
2. Service vehicles should never drive on or cross the runway.
3. Mower operators and personnel on foot should always face oncoming runway and taxiway traffic, if possible, to see approaching aircraft and move away from the edge of the pavement.
4. Every reasonable effort should be made to prevent clippings and debris from being discharged on the pavement. Mowers and vehicles should avoid tracking mud or debris on the pavement.
5. Service vehicles should remain in the ramp areas, except as is necessary, when the areas adjacent to the runway and taxiways are being mowed.
6. Service vehicles should remain on the taxiway or ramp areas and are restricted from the unpaved areas.
7. Service vehicles are permitted to park on the taxiway only in the designated spots indicated on the attached diagram or in the ramp areas away from aircraft movement lanes.
8. High visibility clothing should be worn by all personnel.

