

BOARD OF COMMISSIONERS
Meetings Second Tuesday

MARTIN H. MOSELEY, JR.
Chairman

WALTER SMITH
Vice-Chairman

BETTY C. HILL

ROY LEWIS

WADE YODER

MARCIA W. JOHNSON
County Administrator

Peach County

213 Persons Street
Fort Valley, Georgia 31030
Phone 478-825-2535
Fax 478-825-2678

COUNTY OFFICIALS

KIM WILSON
Probate Judge

JOE WILDER
Clerk of Superior Court

TERRY DEESE
Sheriff

W. L. BROWN
Tax Commissioner

KERRY ROOKS
Coroner

LAURENS C. LEE
Magistrate

REQUEST FOR BID

17-019

South Peach Park Walking Trails Addition

The Peach County Board of Commissioners will be accepting Sealed Bids, pertaining to South Peach Park Walking Trails Addition.

A Pre-Bid meeting will be conducted at the Peach County Board of Commissioners meeting room 213 Persons Street Fort Valley, GA 31030 at 10:00 AM on June 8, 2017 to discuss the project. Attendance is not required for contractors to submit a bid, but is recommended.

Closing date for Sealed Bid # 17-019 shall June 20, 2017 @ 2:30 p.m.

Bids will be opened in public without discussion June 20, 2017 @ 2:45 p.m. at the Peach County Board of Commissioners meeting room, 213 Persons Street, Fort Valley, GA 31030. Bid amounts will be not be released until the Board of Commissioners has awarded the project to the winning bidder.

The complete Request For Bid (RFB) package and plans are available by contacting, Paul Schwindler, P.E. at (478) 825-8717, Paul-schwindler@peachcounty.net, or by visiting www.peachcounty.net or www.glga.org.

Plans are available for review at the Peach County Administration offices located at 213 Persons Street, Fort Valley, GA 31030 during regular business hours.

Peach County reserves the right to reject all bids, to waive informalities, to re-advertise and/or to award any bid that is in the best interest of the County.

Mail or deliver Sealed Bid to:
Paul Schwindler, P.E.
Peach County Board of Commissioners
ATTN: RFB# 17-019
213 Persons Street
Fort Valley, GA 31030

Request for Bid No. 17-019
PEACH COUNTY
GEORGIA
South Peach Park Walking Trails Addition

PURPOSE:

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed bids from qualified companies to provide concrete sidewalk and site work construction services. Bids will be received in the Peach County Board of Commissioners Office, 410 Old Macon Road Fort Valley, Georgia 30130, until June 20, 2017 2:30 p.m. local time. Bids will be opened in public without discussion June 20, 2017 @ 2:45 p.m. at the Peach County Board of Commissioners meeting room, 213 Persons Street, Fort Valley, GA 31030. Bid price amounts will not be made public until the winning bid has been accepted by the Board of Commissioners.

INTENT:

The Peach County Board of Commissioners intends to award a contract to one who has extensive experience in this field. The bids will be evaluated on:

- Unit Costs
- Completeness of Bid Submittal
- Company Organization and History
- Schedule
- Similar Work
- Past Work History With Peach County
- References
- Peach County Business Location

ADDITIONAL INFORMATION / ADDENDA

The County reserves the right to amend this Request for Bid (RFB). Any changes to the RFB will be communicated via Peach County web site. It is the bidders' responsibility to check for any addendum issued for this RFB prior to submitting the bid.

In the event additional information is required, all inquiries must be submitted *in writing* to Paul Schwindler, P.E., Public Works Director / County Engineer, 410 Old Macon Road, Fort Valley, GA 31030, by letter, by fax at (478) 825-2684, or via email Paul-schwindler@peachcounty.net.

Any questions must be received five (5) days prior to the RFB closing to allow ample time to post any addendum or changes.

The County will recognize only communications which are in writing and signed. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Bid SUBMITTAL

Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual). All expenses for making

this bid to Peach County are to be borne by the Contractor. Peach County reserves the right to retain all bids submitted and to use any ideas in a bid, regardless of whether that bid is selected.

One (1) original bid and Two (2) copies of the bid response shall be submitted in one sealed package, clearly marked on the outside "RFB # 17-019, "South Peach Park Walking Trails Addition", and addressed to:

Peach County Board of Commissioners
Attn: Paul Schwindler, P.E.
213 Persons Street
Fort Valley, Georgia 31030

All terms in this bid shall remain valid for a period of not less than Sixty (60) days from the date of the RFB opening.

Failure to submit any required data item or inaccurate responses may be cause for rejection.

BID INFORMATION REQUIRED: Failure to include any information may be ample cause for rejection of the bid as non-responsive.

1. Please provide the name, title, address, telephone No., e-mail address, and fax number of the individual(s) responsible for responding to this bid.
2. Summarize or outline any similar work performed for Peach County and throughout middle Georgia.
3. Provide a **critical path schedule** that represents the length of time to complete delivery of materials, equipment, and/or the length of time to construct, install or service the materials or equipment.

SCOPE OF SERVICES

This project includes the construction of new concrete sidewalk, stairs, ramps, crosswalks, accessories, and associated site work, grading and erosion, sedimentation and pollution control in accordance with all drawings and specifications in the bid request.

PRE-BID MEETING

A Pre-Bid meeting will be conducted at the Peach County Board of Commissioners meeting room 213 Persons Street Fort Valley, GA 31030 at 10:00 AM on June 8, 2017 to discuss the project. Attendance is not required for contractors to submit a bid, but is recommended.

INSURANCE REQUIREMENTS

The Contractor shall be responsible for their work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work. The Contractor shall, during the continuance of all work under the Contract, provide the following:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000.00 each accident, each disease to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or

damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

SPECIFICATIONS:

1.0 GENERAL:

1.1 All bids must make provision to meet or exceed the requirements contained herein for:

- Clearing and Grading
- Erosion, Sedimentation and Pollution Control
- Installation of ponds, drainage, and associated site work
- Construction of concrete sidewalks, concrete stairs, Concrete Ramps, hand rails, crosswalks and other accessories associated with the construction of the trails.

2.0 WORK

2.1 The Scope of Work will include, but not be limited to, all labor, field layouts, plants, materials and equipment required by or inferred from drawings and specifications to complete construction of new concrete sidewalk, stairs, ramps, crosswalks, accessories, and associated site work, grading and erosion, sedimentation and pollution control at South Peach Park in Fort Valley, GA.

2.2 All work, methods, equipment, materials, submittals and testing will conform to attached drawings and specifications and any requirements of utility owners, local or state building officials, and local or state fire officials.

2.3 Crosswalk Striping shall be thermoplastic meeting Georgia Department of Transportation Specifications.

3.0 QUALITY ASSURANCE:

3.1 Contractor's Qualifications: Contractor is experienced, as determined by Peach County, as one who specializes in work similar to that required for this project within middle Georgia

3.2 Pay Factor Reduction for Concrete Surfaces: When the correction of an error in the layout of the pavement requires the surface to be grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.75 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length or the dimensions of the blemished areas, the whole sidewalk surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the sidewalk affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable. The proposed method of removal shall have the prior approval of the Engineer. Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance.

4.0 SPECIAL PROVISIONS:

4.1 The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work.

4.2 Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

4.3 Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

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

4.5 The successful contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

4.6 The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., public or private, and shall repair or replace any damage at their own expense.

4.7 Bid Bond: Bidders are required to submit a Bond, Cashier's or Certified Check in the amount of 5% of their total bid price and the BOND MUST BE ATTACHED TO THEIR BID.

4.8 Performance Bond: The Successful Bidder will be required to submit a Performance Bond in the amount of 100% of the Contract Price, and the bond will be held for the life of the contract. The Performance Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of the project.

4.7 Right to Waive and Reject

A. The Board of Commissioners (Board), in its absolute discretion, may reject any bid of a contractor that has failed, in the opinion of the Board, to complete or perform a Peach County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Peach County Purchasing Manager to emphasize this condition to potential contractors.

B. There is no obligation on the part of the County to award the project to the lowest bid price, and the County reserves the right to award the project to a contractor submitting a bid response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Peach County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

C. The Board reserves the right to waive any informalities or reject any and all bids and or bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. The Board specifically reserves the right to reject any conditional bid or bid and will normally reject those that made it impossible to determine the true cost of the bid or bid.

4.8 Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list

of plant equipment and materials which contractor proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.

4.9 Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed with the amounts extended and totaled. No changes shall be made in the form or in the items mentioned therein. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published RFB.

4.10 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor.

4.11 The Contractor shall coordinate and cooperate fully with other contractors working on-site. The contractor will make all effort to avoid interfering with other contractor work schedules, and work areas.

4.12 All references to "Engineer" refers to the engineer of Record, Dan Wallace, P.E., with Triple Point Engineering.

AGREEMENT:

Upon acceptance of the winning bid by the Peach County Board of Commissioners, a Contract shall be negotiated and a Purchase Order will be issued with the Notice to Proceed (NTP). The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Peach County Public Works Department
Attention: Paul Schwindler, P.E.
Public Works Director/County Engineer
410 Old Macon Road
Fort Valley, Georgia 31030

No delivery of materials or service shall become due or be accepted until a contract has been signed and the Notice to Proceed (NTP) and purchase order (P.O.) has been issued by Peach County.

INSTRUCTIONS FOR SUBMITTING BIDS

All bids responding to this RFB must submit a completed detailed bid.

Submission of Bids – Sealed bids must be received by the Peach County Public Works Department **BEFORE** June 20, 2017 2:30 p.m. local time. Bids may be mailed or hand delivered to the Peach County Board of Commissioners Office, Attn. Paul Schwindler, P.E., 213 Persons Street, Fort Valley, Georgia 31030.

Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a bid. Inquires pertaining to the RFB must give firm or contractor name, RFB number, title, and acceptance date. Material questions will be answered by addendum that will be posted to the County website and e-mailed to all firms who receive the RFB and provide their contact information to: Mr. Paul Schwindler, P.E., Paul-schwindler@peachcounty.net, provided that all questions are received at least five (5) days in advance of the bid acceptance date.

Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFB, or if additional data are necessary to enable an exact interpretation of provisions of this RFB, an addendum will be issued. It is the responsibility of the party submitting the bid to ensure that they have received all addendums prior to submitting a bid. 'All Addendums will be posted to the County website and e-mailed to all firms who receive the RFB and provide their contact information to: Mr. Paul Schwindler, P.E., Paul-schwindler@peachcounty.net. **All addendums must be initialed and attached to the bid.** Failure to include addendums may be ample cause for rejection of the bid as non-responsive.

Required Copies - Each firm shall submit one (1) original and two (2) copies of their bid to the County's Board of Commissioners Office as indicated in this RFB. The original shall be marked "Original" in red ink. The copies must be marked "Copy" in blue ink. **ALL BIDS (ORIGINAL AND COPIES) MUST BE BOUND. BIDS NOT BOUND WILL NOT BE REVIEWED AND WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED FOR CONSIDERATION. BOUND MEANS A METHOD OF ENSURING THAT NO SHEETS SHALL BECOME LOOSE DURING THE REVIEW PROCESS. CLIPPED BIDS USING A SPRING-LOADED CLIP ARE NOT CONSIDERED BOUND.**

Late Bids - Late bids will be returned to party submitting the bid unopened if the RFB number, acceptance date, and Contractor's return address is shown on the container.

Rights of County - The County reserves the right to accept or reject all or any part of any bid.

Miscellaneous Requirements - The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a bid. All bids shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness and clarity of content.

Submit the following completed documents with the Bid packages. **Bids not containing the following completed documents may be considered "non-responsive" and may be rejected for consideration:**

- Bid Form (completed and signed) including all Unit Price Schedules
- Bid Bond, Cashier's or Certified check in the amount of 5% of their total Bid Price
- Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- Conflict of Interest Certification (Signed and Dated)

- Vendor Information Sheet (Completed, Signed and Dated)
- Form W9 (Taxpayer Identification Number)
- SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)
- Insurance Certificate(s) verifying required insurance:
 - Certificate of Liability Insurance
 - Certificate of Workers Compensation Insurance
 - Certificate of Automobile Liability Insurance
- Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- Photo Identification (only if vendor or contractor is a Sole Proprietor) (see attached list of acceptable documents)
- Organization and History – Provide those items required in the Organization and History section of this RFB package
- Outline of similar work
- Critical Path Construction Schedule
- Addendum initialed by Contractor if applicable
- Outline Past work history with Peach County

BID SELECTION PROCESS

Following the opening of bids, the following procedure will be used to determine the successful bidder: The County will first eliminate from consideration all bids that are not “responsive” as such term is defined as “a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids,” and will further eliminate any bid as “not responsible” to which the County does not assign an aggregate score of at least 78 under weighted evaluation factors set forth below. The County will deem all remaining bids to be responsive and responsible.

All Contractors responding to this RFB will be evaluated according to the following factors:

- Company Organization and History
- Schedule
- Similar Work
- Past Work History With Peach County
- References
- Peach County Business Location

Bid Evaluation Factors

Factor	Evaluation Weight (Points)
Company Organization and History	12
Schedule	35
Similar Work	20
Past work history with Peach County	15
References	15
Peach County Business Location	3

The successful Contractor whose bid is selected by the Board of Commissioners shall be required to enter in to a contract with Peach County. A draft copy of the contract is attached to the RFB (Exhibit 1). The Board may choose to award the contract to another contractor for failure to submit the completed (signed and dated) contract within three (3) business days of receipt of said contract.

BID FORM

Bid of _____ (hereinafter called "Contractor"), a company organized and existing under the laws of the State of Georgia, *an individual, a corporation, a partnership doing business as:

Contractor or Firm Name
TO: Peach County (Hereinafter called "County")

Gentlemen:

The Contractor, in compliance with your Notice to Contractors and all Bid Documents, elects to submit a Bid on the entirety of the following Work:

To meet or exceed the requirements contained herein for installation of centerline and edge striping on existing paved roads, and installation of raised pavement markers on existing paved roads, and all provisions of this RFB.

Having examined the sites of the proposed Work, and being familiar with the conditions surrounding the construction of the proposed projects, including the availability of materials and supplies to construct the project in accordance with the RFP, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and other means of construction necessary to complete the Work, the undersigned Contractor proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Contractor further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within thirty (30) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the entirety of the Work as expeditiously as possible. All work must be completed no later than ninety (120) calendar days from receipt of Notice to proceed, or as may be specified by Special Provisions.

**BID FORM PAGE 1
Schedule of Unit Item Prices**

Line No	Item	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	MOBILIZATION / PERMITS	1	LS		
2	EARTHWORK	1	LS		
3	CONSTRUCTION EXIT	1	EA		
4	CLEARING & GRUBBING	3.6	AC		
5	GRASSIN / MULCHING	3	AC		
6	SILT FENCE SEDIMENT BARRIER	2716	LF		
7	SEDIMENT BARRIER RETROFIT FOR OUTLET CONTROL STRUCTURES	1	EA		
8	RIP-RAP STORM DRAIN OUTLET PROTECTION	1	EA		
9	6 FT. WIDE CONCRETE SIDEWALK AND ADA RAMPS	4150	SY		
10	CONCRETE STAIRS AND HAND RAIL	1	EA		
11	CROSSWALK MARKINGS	2	SF		
12	BIO-RETENTION BASIN (soils, gravels, drains, outlet controls and pipe including all materials and labor)	1	EA		
13	15" HDPE PIPE	42	LF		
14	TRASH CANS	6	EA		
15	BENCHES	5	EA		
16	DOG WASTE DISPENSERS	6	EA		
17	RED MAPLE (AR)	15	EA		
18	HIGHBEAM OVERCUP OAK (QL)	61	EA		
20	BERMUDA SOD	7260	SF		
Bid Total					

BID FORM PAGE 2

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer (Print)

Date

CERTIFICATION BY CONTRACTOR

Regarding: NON-SEGREGATED FACILITIES

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

CERTIFICATION BY CONTRACTOR

Regarding: Drug-Free Workplace Act

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____), County of _____)

_____, being first duly sworn,
deposes and says that:

1. He/She is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Bid**;
2. He/She is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Contractor** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Contractor**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Bid** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices bid in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____ (Print)

Title _____ (Print)

Subscribed and sworn to before me

This _____ day of _____ 20__

(SEAL)

Title

CONFLICT OF INTEREST CERTIFICATION

By signing and submitting this Bid I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of Peach County employees.

Contractor

(Signature)

Name of Signer

Title of Signer

Date

VENDOR INFORMATION

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.

Signature

Date

Revised August 2014

Form <b style="font-size: 1.2em;">W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b style="font-size: 1.2em;">Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)							
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">Social security number</td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">- </td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">- </td> </tr> </table>	Social security number			-		-
Social security number							
	-						
	-						
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">Employer identification number</td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">- </td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">- </td> </tr> </table>		Employer identification number			-		-
Employer identification number							
	-						
	-						

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

CONTRACTOR E-VERIFY AFFIDAVIT

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

Federal Work Authorization User Identification Number
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

Revised August 2014

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: _____

CONTRACTOR'S NAME: _____

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

Federal Work Authorization User Identification Number
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of _____ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no employees other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

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

Executed on _____, _____, 201____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Type of secure and verifiable document provided
[Attach copy i.e. driver's license, passport etc.]

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201____

NOTARY PUBLIC
My Commission Expires:

Revised August 2014

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of _____ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 201__ in _____ (city), _____ (state).

Printed Name of Exempt Private Employer

Signature of Exempt Private Employer or
Authorized Officer or Agent

Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

* This affidavit is for submissions made on or after to July 1, 2013.

Revised August 2014

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

Issued August 1, 2012 by the Office of the Attorney General Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 (“IIREA”) provides that “[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law’s website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General.” O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A driver’s license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (sENTRI) card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A driver’s license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-545) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

EXHIBIT 1

DRAFT CONTRACT AND GENERAL CONDITIONS



EXHIBIT 1

PEACH COUNTY

PEACH PARKS IMPROVEMENT PROGRAM

CONTRACT AGREEMENT

South Peach Park Walking Trails Addition

CONTRACT # C – 2017 - 019

Peach County, Georgia

EXHIBIT 1

CONSTRUCTION CONTRACT

THIS AGREEMENT made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and [**Contractor**], a contractor doing business as a corporation, authorized to do business in Georgia hereinafter called "**Contractor**".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

General Scope of Work:

all labor, field layouts, plants, materials and equipment required by or inferred from drawings and specifications to complete construction of new concrete sidewalk, stairs, ramps, crosswalks, accessories, and associated site work, grading and erosion, sedimentation and pollution control AT South Peach Park, Fort Valley, GA.

The **Contractor** shall protect all utilities impacted by construction, and coordinate all utility construction with the respective utility owners. Prior to being released for construction, the **Contractor** shall submit a plan to the **County** for review and approval that ensures protection of existing utilities.

All utilities required to be relocated will be relocated by the utility owner or representatives of the owner.

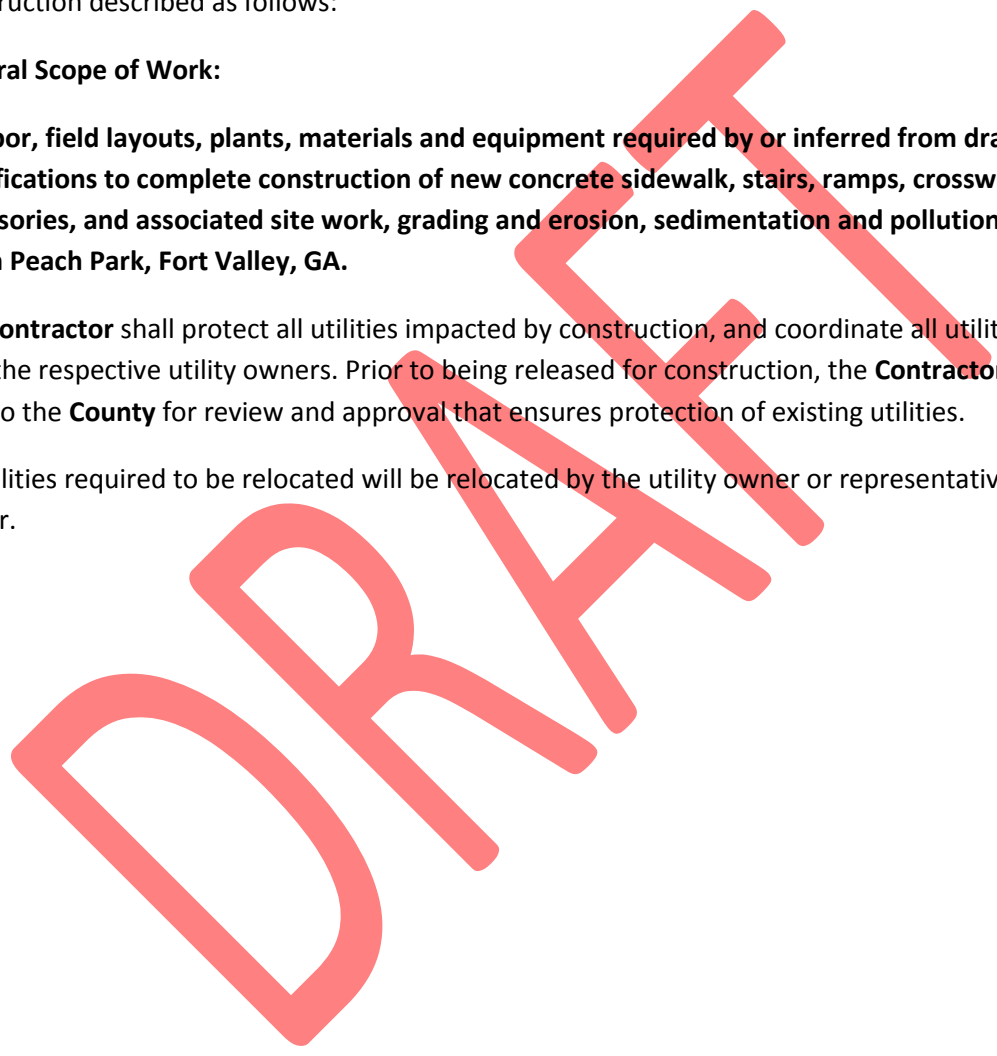


EXHIBIT 1

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain services relative to the CONSTRUCTION of: Construction of new concrete sidewalk, stairs, ramps, crosswalks, accessories, and associated site work, grading and erosion, sedimentation and pollution control at South Peach Park Fort Valley, GA And; **WHEREAS**, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

SOUTH PEACH PARK WALKING TRAILS ADDITION hereinafter called the "Project", shall be constructed by the CONTRACTOR for the sum of amount **[\$ Contract Cost]** and all extra work in connection therewith, and at Contractor's own cost and expense necessary to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Scope of Work, the General Conditions, and the approved plans and specifications, which include all explanatory matter thereof, as prepared by the County, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the **Construction Contract**.

The Contractor shall promptly commence the Work with adequate force and equipment Thirty (30) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within One Hundred Twenty (120) days of the time of award, by no later than **[date]** or as may be specified by Special Provision.

The County 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.

The Contractor and their subcontractors, material suppliers, vendors, and other participates must complete the Lower Tier Contractor Certification Regarding Debarment, Suspension, and Other Responsibility Matters form contained herein.

EXHIBIT 1

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____, 2017.

PEACH COUNTY, GEORGIA

ATTEST: By: (Seal)

Martin H. Moseley Jr.
Chairman, Board of Commissioners

CONTRACTOR

ATTEST: By: (Seal)

Authorized Signer Name and Title (print)

Authorized Signer signature

EXHIBIT 1

100% PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **Surety**, are held and firmly bound unto PEACH COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount **[Bid Amount words] [(Bid Amount Numerals)]** for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated, _____ 2017, entered into a contract with **County** for: Construction of **SOUTH PEACH PARK WALKING TRAILS ADDITION** in accordance with the conditions and prices stated in the Construction Contract Agreement all of which are made a part hereof and collectively constitute the **Contract**.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **County**.

Whenever **Contractor** shall be, and declared by the **County** to be, in default under the Contract, the **County** having performed the **County's** obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **County** elects, upon determination by the **County** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **County**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **County** to **Contractor** under the Contract and any amendments hereto, less the amount properly paid by **County** to **Contractor**.

EXHIBIT 1

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **County** of the work thereunder.

Signed and sealed this _____ day of _____, 2016.

in the presence of:

Contractor

By: (SEAL)

Witness

Surety

By: (SEAL)

Witness

DRAFT

EXHIBIT 1

**PRIME CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

(Seal)

EXHIBIT 1

**SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

_____ (Seal)

EXHIBIT 1

INSTRUCTIONS

Instructions for Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

This certification applies to all subcontractors, material suppliers, vendors and other lower tier participants and shall be completed by them and included in the **Contract**.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Debarment Certificate above.
2. The certification, Debarment, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

EXHIBIT 1

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or Agency may pursue available remedies, including suspension and/or debarment.

DRAFT

EXHIBIT 1

FINAL AFFIDAVIT
(Required for Final Payment)

TO: PEACH COUNTY, GEORGIA

I, _____ (Contractor authorized person), hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ (Contractor) or any of his subcontractors in connection with the written agreement dated, _____ 2016, entered into a Contract with County for Construction of _____ [project] in PEACH COUNTY have been paid and satisfied in full as of, this _____ day of, _____ 2016 and that there are no outstanding obligations or claims of any kind for the payment of which Peach County on the above named projects might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

_____ (Contractor authorized person) Personally appeared before me this this _____ day of, _____ 2016, who under oath deposes and says that he is of the firm of _____ (Contractor) that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

EXHIBIT 1
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EXHIBIT 1

Contract General Conditions
C-2017-019

CONTRACT GENERAL CONDITIONS

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DRAFT

EXHIBIT 1

Contract General Conditions
C-2017-019

CONTRACT GENERAL CONDITIONS

1.0 DEFINITIONS: Wherever used in the bidding requirements or contract documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, respond to questions, or change the bidding requirements in the proposed contract documents

Agreement – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Agreement Execution - means the date on which the Owner executes and enters into an Agreement with the Contractor to perform the Work.

Application for Payment – The form acceptable to the Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents

Bid – The offer or proposal of a bidder submitted to the prescribed form setting forth the prices for the Work to be performed

Bidding Documents – The Bidding Requirements and the proposed Contract Documents including all Addenda

Change Order – A document recommended by the engineer which is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or Contract Times, issued on or after the Effective Date of the Agreement.

Contract – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements whether written or oral. The Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS represent the entirety of the Contract.

Contract Price – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the agreement

Contractor - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

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County - means Peach County, Georgia, a political subdivision of the State of Georgia.

Day – A calendar day of 24 hours measured from midnight to the next midnight

Defective Work – Work that is faulty, deficient, does not conform to Contract Documents, does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents, has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion)

Director - Director of Peach County Public Works Department

Drawings - means collectively, all the drawings, sealed by a Georgia Professional Engineer, Architect, Landscape Architect, Surveyor or other approved design professionals, approved for construction by the COUNTY, listed in this Agreement, and also such supplementary drawings as the COUNTY’S consultant(s) may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Effective Date of Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver

Engineer - Director of Peach County Public Works Department or duly appointed representative

Field Order – A written order issued by the Engineer which requires minor changes in the work but which does not involve a change in the Contract Price or Contract Times.

MUTCD – Manual on Uniform Traffic Control Devices for Streets and Highways

Notice of Award – The written notice by the Owner to the successful bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice to Proceed – A written notice given by the Owner to the contractor fixing the date on which the contract times will commence to run and on which the contractor shall start to perform the work under the contract documents.

Owner – The County

Responsible Bidder – Means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. This will be determined by the County as a bid proposal that has an aggregate score of 85 or greater as outlined in the evaluation criteria in the instructions to bidders.

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Responsive Bidder – Means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids.

Schedule of Values – A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Reviewing Contractor's Application for Payment

Specifications - means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Contractor or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or specified part thereof) can be utilized for the purpose(s) for which it is intended.

Supplemental Agreement - means a written order to the Contractor signed by Owner and accepted by the Contractor, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Unit Price Work – Work to be paid for on the basis of unit prices

Work – The entire construction or the various separately identifiable part thereof required to be provided under the Contract Documents. Work includes and is the result of any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by the Contractor under this Agreement.

2.0 CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Detailed Scope of Work, the Exhibits, The Proposal, The Bid Form, and all Supplemental Agreements shall constitute the Agreement Documents.

2.2 Conflict and Precedence

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements

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2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Proposal/Bid/Quote
6. Specifications
7. Drawings

3.0 COVENANTS AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or local laws. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.0 INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$2,000,000.

A. WORKERS COMPENSATION - Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$ 500,000 each accident/ \$ 500,000 disease policy limit/ \$ 500,000 disease - each employee.

B. COMPREHENSIVE GENERAL LIABILITY - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

C. BUSINESS AUTO LIABILITY - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles.

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SPECIAL REQUIREMENTS:

E. The Peach County Board of Commissioners is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

F. HOLD HARMLESS CLAUSE

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the COUNTY 30 days prior to any expiration date. There shall also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONTRACTOR to ensure that all subcontracts comply with the same insurance requirements that the COUNTY requires the CONTRACTOR to maintain.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY'S Public Works Office with the executed Contract. A renewal certificate should be forwarded to the Public Works Office 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Public Works Department to monitor contract requirements.

J. All Insurance Policies of the CONTRACTOR will be required to be written on an Occurrence Basis. If a particular CONTRACTOR has insurance which is written on a Claims-Made Basis, these policies should be referred for approval by the County Administrator or action by the Board of Commissioners. When requesting evidence of insurance (certificates/policies) from CONTRACTOR, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Section will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY'S Finance Section.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Section for approval by the County Administrator or action by the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any work.

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THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.

5.0 PROHIBITED INTERESTS

A. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having any such interest shall be employed directly or indirectly by the CONTRACTOR.

B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.0 INDEMNIFICATION

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of construction services or sub-standard materials under this Agreement and that of its sub-contractors or anyone to whom the CONTRACTOR is legally liable.

7.0 INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

8.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract in excess of 25% of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the COUNTY'S prior written approval of the subcontractor(s). The COUNTY will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

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9.0 ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

10.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

D. The CONTRACTOR shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. If the CONTRACTOR is found to be in violation of applicable federal, state and /or local laws and/or regulations, and if the Peach County has reasonable cause to believe that the CONTRACTOR has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the CONTRACTOR from doing business with the County.

11.0 ANTI-KICKBACK CLAUSE

Salaries of employees, equipment operators, superintendents, technicians, or professionals performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of employees, equipment operators, superintendents, technicians, or professionals of subcontractors performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR

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to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

13.0 PERSONNEL AND EQUIPMENT

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through a representative specifically designated by the CONTRACTOR. All of the services required hereunder will be performed by the CONTRACTOR under the representative's supervision, or by the sub-contractor stipulated in the proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

The CONTRACTOR shall employ only qualified registered surveyors in responsible charge of any survey work.

The CONTRACTOR shall employ only qualified professional engineer in responsible charge of any engineering work.

The CONTRACTOR shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to construct structures that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

The CONTRACTOR acknowledges all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA) and the State of Georgia with regard to worker health and safety.

14.0 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the approval of the County Administrator or the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

15.0 AUDITS AND INSPECTORS

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The CONTRACTOR shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

16.0 CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with the DIRECTOR, the Public Works Operations Manager or their duly authorized representative (s), Georgia Department of Transportation, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other Contractor/Consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

17.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 14.0 above.

18.0 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to the COUNTY shall be addressed to the DIRECTOR as follows:

Paul Schwindler, P.E., Director
Peach County Public Works
410 Old Macon Road
Fort Valley, Georgia 31030

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Notices to CONTRACTOR shall be addressed as follows:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

19.0 LIAISON

The DIRECTOR or his duly appointed representative shall act as the Liaison between the CONTRACTOR and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONTRACTOR shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, invoices and reports shall be directed to the Liaison to provide for proper distribution to the parties concerned.

The Liaison will expedite any necessary decisions affecting the performance of the CONTRACTOR'S Agreement, but the CONTRACTOR shall not make use of the Liaison's services on trivial or minor matters normally to be decided by the CONTRACTOR.

20.0 DELIVERY OF DOCUMENTS

Except as otherwise provided herein, the CONTRACTOR shall submit all progress documents, reports, sketches, planning notes, and other papers and supporting data required under this Agreement to the COUNTY in triplicate. The CONTRACTOR shall deliver the required progress reports in a timely manner so that the work can be reviewed.

21.0 PROGRESS REPORTS

The CONTRACTOR shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of the Agreement. The report shall include, but is not limited to:

1. Construction activities completed during this period
2. Problems and/or unforeseen conditions
3. Required inspections conducted during the period
4. Complete schedule; items impacting the schedule; projected completion date
6. Quality assurance activities

22.0 CONFERENCES AND FIELD INSPECTIONS

The CONTRACTOR shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting themselves with all local conditions involved in the prosecution of this Agreement. The CONTRACTOR may request that a representative of the COUNTY accompany him on specific site visits if field

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conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

23.0 RIGHT TO ENTRY

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONTRACTOR shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONTRACTOR, the COUNTY will provide the necessary documents identifying the CONTRACTOR as being in the employ of the COUNTY for the purposes described in the Agreement. If the property owners or occupant denies the CONTRACTOR permission to enter, such incident will be reported to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

24.0 UTILITIES

Utilities such as sewer, water, data, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

The CONTRACTOR shall identify all major elements of privately, publicly or cooperatively owned utilities that may be impacted by proposed elements of the PROJECT. The CONTRACTOR shall stop work, and immediately notify the COUNTY of any unforeseen utility conflicts encountered or discovered.

The CONTRACTOR shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct any necessary negotiations with the utilities and authorities. However, the CONTRACTOR may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such work is undertaken by the County.

25.0 TESTS AND INSPECTIONS

CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for COUNTY'S and DIRECTOR'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections test

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or approvals shall be performed by organizations acceptable to DIRECTOR and COUNTY.

26.0 REVIEW OF WORK

The COUNTY and DIRECTOR their consultants and other representatives and personnel of the COUNTY, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable. The Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the CONTRACTOR, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY.

Refusal by the CONTRACTOR to submit progress reports and/or required submittals shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the COUNTY'S request in this regard.

27.0 NOTICE OF DEFECTS

Prompt notice of all defective Work of which the COUNTY or DIRECTOR has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted

28.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK

Promptly after receipt of written notice, CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the DIRECTOR, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

29.0 COUNTY MAY CORRECT DEFECTIVE WORK

If CONTRACTOR fails within a reasonable time after written notice from DIRECTOR to correct defective Work, or to remove and replace rejected Work as required by DIRECTOR in accordance with Paragraph 28.0, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, COUNTY may, after seven days written notice to CONTRACTOR, correct, or remedy any such deficiency.

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CONTRACTOR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights and remedies under this paragraph 29.0.

30.0 COUNTY MAY STOP WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

31.0 SUPERVISION AND CONTROL

The CONTRACTOR shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY as the COUNTY may deem appropriate. The CONTRACTOR shall employ sufficient qualified personnel to perform the work within the time stipulated in the agreement.

32.0 ENVIRONMENTAL IMPACT

The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

32.A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

32.B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the COUNTY and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

32.C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

32.D. Erosion Sedimentation & Pollution Control: All points runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All Erosion Sedimentation &

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Pollution Control permitting shall be the responsibility of the CONTRACTOR. It shall be the CONTRACTOR'S responsibility to submit the Notice of Intent (NOI) for discharging storm water from the construction project if applicable, and the contractor shall be responsible for compliance with the requirements set forth in the Erosion Sedimentation & Pollution Control Plan and federal, state and local regulations.

32.E. Fuel & Lubrication Spills: All spills shall be removed from the site immediately by the CONTRACTOR.

32.F. Fuel Storage & transfer: All spills shall be allowed only in areas approved by the COUNTY or DIRECTOR.

33.0 MAINTENANCE DURING CONSTRUCTION

The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required in accordance with the latest MUCD standards and/or the county.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all costs of signs and markings as required and other maintenance WORK during construction and before the WORK is accepted and of constructing and maintaining such approaches, crossings, intersections, and others features as may be necessary without direct compensation.

34.0 BARRICADES, DANGER, WARNING & DETOUR SIGNS

The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the most recent version of Manual on the Federal Highway Administration's Uniform Traffic Control Devices (MUCD) standards and/or County requirements in which the project is located. Temporary Signs

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may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted.

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

35.0 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) normal business days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the project schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished work by the CONTRACTOR under this Agreement shall become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONTRACTOR, then the CONTRACTOR shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

36.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time by a notice in writing to the CONTRACTOR. If the Agreement is terminated by the COUNTY as provided in this Article, the CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Peach County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONTRACTOR.

37.0 CONTRACTOR'S PAYMENT AND RETAINAGE OF PAYMENT

Partial pay estimates may include stored materials. CONTRACTOR must submit invoices and all materials must be located at the site of the work. Retainage will not be held on stored materials.

The retainage shall be an amount equal to 10% of the CONTRACTOR'S partial pay estimate until 50% completion. Further payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the DIRECTOR certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 20% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgement of the COUNTY are valid reasons for non-completion, the COUNTY may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

38.0 SANITARY CONVENIENCES

The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the WORK and their use shall be strictly enforced. Such convenience shall be made available when the first employee(s) arrive on the site and shall be removed after the departure of the last employee from the job site.

End of Section

EXHIBIT 2

NOTICE OF INTENT (NOI)



For Official Use Only

NOTICE OF INTENT

VERSION June 2015

**State of Georgia
Department of Natural Resources
Environmental Protection Division**

**For Coverage Under the 2013 Re-Issuance of the NPDES General Permits
To Discharge Storm Water Associated With Construction Activity**

THESE PERMITS EXPIRE JULY 31, 2018

PRIMARY PERMITTEE

****Instructions for this form are included on Page 6.****

NOTICE OF INTENT (Check Only One):

- Initial Notification - (New Facility/Construction Site)
- Change of Information - (Existing Facility/Construction Site)

COVERAGE DESIRED (Select Only One):

- GAR 100001 Stand Alone
- GAR 100002 Infrastructure
- GAR 100003 Common Development

I. SITE/OWNER/OPERATOR INFORMATION

Project Construction Site Name: South Peach Park Trail Expansion

For **GAR100001 Stand Alone** or **GAR 100003 Common Development** Project, enter GPS Location of Construction Exit in dec deg:
To convert to Decimal Degrees, please see <http://www.fcc.gov/encyclopedia/degrees-minutes-seconds-tofrom-decimal-degrees>

Latitude (Dec Deg)	<input type="text" value="32.549041"/>	Longitude (Dec Deg)	<input type="text" value="-83.903962"/>
--------------------	--	---------------------	---

For **GAR100002 Infrastructure** Project, enter GPS Locations of the Beginning and End of the Infrastructure Project in dec deg:

Latitude	<input type="text"/>	Longitude	<input type="text"/>
Latitude	<input type="text"/>	Longitude	<input type="text"/>

Construction Site Location (e.g., street address): Murray Road, Fort Valley, Georgia

City (applicable if the site is located within the jurisdictional boundaries of the municipality): Fort Valley

County or Counties: Peach County

Common Development Name (applicable only to General NPDES Permit No. GAR100003): _____

Owner's Name: Peach County Board of Commissioners Phone: 478-825-2535

Email Address: Paul-Schwindler@peachcounty.net

Address: 410 Old Macon Road City: Fort Valley State: GA Zip Code: 31030

Duly Authorized Representative(s) (optional): Paul Schwindler Phone: 478-825-8717

Email Address: Paul-Schwindler@peachcounty.net

Operator's Name (optional): _____ Phone: _____

Email Address: _____

Address : _____ City: _____ State: _____ Zip Code: _____

Facility/Construction Site Contact: _____ Phone: _____

Email Address: _____

II. CONSTRUCTION SITE ACTIVITY INFORMATION AND FEE CALCULATIONS

Start Date:

Completion Date:

Is this construction activity regulated by a certified Local Issuing Authority? Yes No

If Yes, Name of Local Issuing Authority: _____

NOTE: Instructions for fee calculations have been provided on Pages 6 - 7

TOTAL FEE

Acres Disturbed (to the nearest 1/10th acre) regulated by a certified Local Issuing Authority Acres X Fee

Acres Disturbed (to the nearest 1/10th acre) in an area with no certified Local Issuing Authority Acres X Fee

Acres Disturbed (to the nearest 1/10th acre) By an entity or activity exempt from a certified Local Issuing Authority's regulation pursuant to statute Acres X Fee

PLEASE MAKE CHECKS PAYABLE TO: Department of Natural Resources - EPD

Do not mail cash.

Do not include fees payable to the Local Issuing Authority.

NAME ON CHECK/MONEY ORDER

CHECK/MONEY ORDER NUMBER

CHECK/MONEY ORDER AMOUNT

Number of Secondary Permittees (applicable only to General NPDES Permit No. GAR100003):

Does the Erosion, Sedimentation and Pollution Control Plan (Plan) provide for disturbing more than 50 acres at any one time for each individual permittee (i.e., primary, secondary or tertiary permittees), or more than 50 contiguous acres total at any one time ? (Check Only One):

YES Date of EPD Written Authorization

NO

NA - If construction activities are covered under the General NPDES Permit No. GAR100002 for Infrastructure construction projects.

Construction Activity Type:

Commercial Industrial Municipal/Institutional Mixed Use Water Quality/Aquatic Habitat Restoration

Linear Utility Residential Agricultural Buildings Other

III. RECEIVING WATER INFORMATION

A. Name of Initial Receiving Water(s):

Trout Stream Water Supporting Warm Water Fisheries

B. Name of MS4 Owner/Operator (if applicable)

Name of Receiving Water(s):

Trout Stream Water Supporting Warm Water Fisheries

C. Sampling of Receiving Stream(s): NA Trout Stream Water Supporting Warm Water Fisheries
Δ 10 NTU Δ 25 NTU

D. Sampling of Outfall(s): NA Trout Stream Water Supporting Warm Water Fisheries

A summary chart (if applicable) delineating the following information for each outfall must be attached:

Number of Sampling Outfalls: 3 Construction Site Size (acres): 50.64

Appendix B NTU Value: 75 Surface Water Drainage Area (square miles): 0.08

E. Does the facility/construction site discharge storm water into an Impaired Stream Segment, or within one (1) linear mile upstream of and within the same watershed as, any portion of an Impaired Stream Segment identified as "not supporting" its designated use(s), as shown on Georgia's most current "305(b)/303(d) List Documents (Final)" listed for the criteria violated, "Bio F" (Impaired Fish Community) and/or "Bio M" (Impaired Macroinvertebrate Community), within Category 4a, 4b or 5, and the potential cause is either "NP" (nonpoint source) or "UR" (urban runoff)? (Check Only One): ** See <http://epd.georgia.gov/georgia-305b303d-list-documents> for EPD's Impaired Waters List.

Yes Name of Impaired Stream Segment(s):

No

- F. Does the facility/construction site discharge storm water into an Impaired Stream Segment where a Total Maximum Daily Load (TMDL) Implementation Plan for "sediment" was finalized at least six (6) months prior to the submittal of the Initial NOI? (Check Only One): ** See <http://epd.georgia.gov/total-maximum-daily-loadings> for the list of waters with TMDL Implementation Plans.

Yes Name of Impaired Stream Segment(s):

No

IV. ATTACHMENTS (Applicable Only to Initial Notifications for New Facilities/Construction Sites)

Indicate if the items listed below are attached to this Notice of Intent:

- Location map identifying the receiving water(s), outfall(s) or combination thereof to be monitored. Include a written description and location map identifying the Impaired Stream Segment(s) when applicable.
- Erosion, Sedimentation and Pollution Control Plan (if the project is greater than 50 acres regardless of the existence of a certified Local Issuing Authority in the jurisdiction OR if the project is in a jurisdiction where there is no certified Local Issuing Authority regulating that project regardless of acreage). May be submitted via DVD/CD.
- Written authorization from the appropriate EPD District Office if the Plan disturbs more than 50 acres at any one time for each individual permittee (i.e., primary, secondary or tertiary permittees), or more than 50 contiguous acres total at any one time (applicable only to General NPDES Permits No. GAR100001 and No. GAR100003).

ATTACHMENTS (Applicable Only to Change of Information Notifications for Existing Facilities/Construction Sites)

Indicate if the items listed below are attached to this Notice of Intent:

- Copy of NOI previously submitted for coverage under the 2013 re-issuance of the NPDES General Permits to Discharge Storm Water Associated With Construction Activity.
- Copy of the amended Plan as per Part IV.A.4.c. of the Permit for projects where the construction activity as indicated on the Notice of Intent has changed.

V. CERTIFICATIONS (Owner or Operator or Both to Sign as Applicable)

A. By signing below, I certify that to the best of my knowledge and belief, that the Erosion, Sedimentation and Pollution Control Plan (Plan) was prepared by a design professional, as defined by this permit, that has completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission in accordance with the provisions of O.C.G.A. 12-7-19 and that I will adhere to the Plan and comply with all applicable requirements of this permit.

AND

B. By signing below, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Owner's Printed Name: _____

Title: _____

Signature: _____

Date: _____

and/or

Operator's Printed Name: _____

Title: _____

Signature: _____

Date: _____

IMPORTANT!!!

This NOI is not Valid if:

1. Form is incomplete or fields are missing information.
2. Signatures by owner and/or operator are missing in Section V Certifications.
3. Signed copies are not received at EPD District Address. See Pages 9-10 for addresses.
4. Check/money order not received at EPD P.O. Box address listed below.

DO NOT MAIL CASH.

HOW TO SUBMIT THIS NOTIFICATION

1. Complete this form electronically and then print and sign. You cannot save data typed into this form and you cannot submit this form electronically. Please retain a copy of the completed and signed form for your records.
2. Mail the signed copy with the applicable attachments to the appropriate EPD District Office (mailing addresses listed on Pages 9 - 10). Do not send checks/money orders to the EPD District Offices.
3. If fees are required, print and sign a second copy of this completed form. **DO NOT MAIL CASH.** Make check/money order payable to: **Department of Natural Resources - EPD.**
4. Mail the check/money order with the second copy of the completed and signed form to:

**EPD - Construction Land Disturbance Fees
P.O. Box 932858
Atlanta, GA 31193-2858**

INSTRUCTIONS

NOTICE OF INTENT - PRIMARY PERMITTEE

For Coverage Under the 2013 Re-Issuance of the NPDES General Permits To Discharge Storm Water Associated With Construction Activity

THESE PERMITS EXPIRE JULY 31, 2018

Please print or type the Notice of Intent (NOI) form. Any NOI that contains illegible or incomplete information will not be accepted, will be returned and the construction site will not be granted Permit coverage. All information requested on the NOI must be submitted in order for the NOI to be valid. Any information requested on the NOI that is not applicable to the primary permittee or to the construction site must be marked "N/A." Please do not leave any sections blank in the NOI.

Who must file a Notice of Intent Form - The Owner and/or Operator of a facility/construction site that has a discharge of storm water where construction activities occur must apply for a National Pollutant Discharge Elimination System (NPDES) Permit. The Georgia Environmental Protection Division (EPD) re-issued the General NPDES Permits for Storm Water Discharges Associated with Construction Activity on September 24, 2013. The Permits are available for review at the EPD District Offices and on the EPD website at epd.georgia.gov. It is highly recommended that the permittees read and understand the terms and conditions of the Permits prior to submitting a NOI. Please contact the appropriate EPD District Office listed on the following pages for assistance in completing the NOI.

Where to file a Notice of Intent Form - The NOI and the attachments, as applicable, must be submitted to the appropriate EPD District Office as listed on the following pages. Please submit only the first five pages of this document with the applicable attachments.

Section I - Site/Owner/Operator Information

The construction site name and location information (i.e., GPS location of construction exit, street address, city, county) must be sufficient to accurately locate the construction site. If the construction site does not have a street address, please provide sufficient information to accurately locate the construction site. If additional space is needed, attach the location information to the NOI.

A duly authorized representative may be either a named individual or any individual occupying a named position that the primary permittee has authorized to sign certification statements, inspection reports, sampling reports or other reports requested by EPD.

The facility/construction site contact is the person who the primary permittee has assigned the responsibility for the daily on-site operational control.

Please do not leave any blanks in this section. Any information requested on the NOI that is not applicable to the primary permittee or to the construction site must be mark "N/A."

Section II – Construction Site Activity Information and Fee Calculations

The Primary Permittee is solely responsible for the payment of fees for all **planned** land disturbing activities, including all land disturbing activities within a common development planned by the Secondary Permittees and/or Tertiary Permittees. Estimated disturbed acreage is the total number of acres, to nearest tenth (1/10th) acre. Only the Primary Permittee is responsible for paying the NPDES General Permit fees.

If the Primary Permittee has already paid the applicable fees, the Primary Permittee does not pay any additional NPDES General Permit fees, unless the scope of work covered under the NPDES General Permit so paid for is increased.

For land disturbing activities submitting an *Initial* Notice of Intent *in an area with no certified Local Issuing Authority* **OR** *for land disturbing activities not regulated by a certified Local Issuing Authority*, the Primary Permittee shall pay a fee of **\$80 per acres disturbed** to EPD (to the nearest tenth (1/10th) acre).

Land disturbing activities not regulated by a certified Local Issuing Authority include, but are not limited to:

- Construction of public water system reservoirs.
- Land disturbing activities conducted by any electric membership corporation or municipal electrical system or any public under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. §36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution power, except when the project is located within a common development as described in the NPDES General Permits.
- Construction of agricultural buildings (e.g., barns, poultry houses).
- Construction or maintenance projects undertaken or financed by the Department of Transportation, the Georgia Highway Authority, the State Road and Tollway Authority, or any county or municipality, except when the Department of Transportation, the Georgia Highway Authority or the State Road and Tollway Authority is a Secondary Permittee within a common development.
- Projects carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agricultural.

For land disturbing activities submitting an *Initial* Notice of Intent *regulated by a certified Local Issuing Authority*, the Primary Permittee shall pay a fee of **\$40 per acres disturbed** to EPD **AND** a fee of **\$40 per acres disturbed** to the Local Issuing Authority (to the nearest tenth (1/10th) acre). Payments to the Local Issuing Authority should be made in the manner specified by the Local Issuing Authority and should not be submitted to EPD. The NPDES General Permit fees are **in addition** to any local land disturbing activity fees that are required by the Local Issuing Authority.

Please do not leave any blanks in this section. Any information requested on the NOI that is not applicable to the primary permittee or to the construction site must be mark "N/A."

Make checks/money orders payable to: **Department of Natural Resources - EPD**

Section III - Receiving Water Information

"Trout Streams" are waters of the State classified as either primary trout waters or secondary trout waters, as designated in the Rules and Regulations for Water Quality Control, Chapter 391-3-6 at epd.georgia.gov. "Waters Supporting Warm Water Fisheries" are all waters of the State that sustain, or have the potential to sustain, aquatic life but exclude "Trout Streams."

If the facility/construction site discharges storm water directly or indirectly to the receiving water(s), and not through a municipal separate storm sewer system (MS4), enter the name of the receiving water(s) and indicate whether the water(s) is a trout stream or a warm water fisheries stream. Attach a written description and location map identifying the receiving water(s).

If the facility/construction site discharges storm water to a municipal separate storm sewer system (MS4), enter the name of the owner/operator of the MS4 (e.g., city name or county name) and the name of the receiving water(s) at the point of discharge from the MS4. A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) that is owned and/or operated by a city or county which is designed or used for collecting or conveying storm water. It may be necessary to contact the city or county that owns and/or operates the MS4 to determine the name of the receiving water(s). Indicate whether the receiving water(s) is a trout stream or a warm water fisheries stream. Attach a written description and location map identifying the receiving water(s).

Any permittee who intends to obtain coverage under the Permits for storm water discharges associated with construction activity into an Impaired Stream Segment, or within one (1) linear mile upstream of and within the same watershed as, any portion of an Impaired Stream Segment identified as "not supporting" its designated use(s), as shown on Georgia's most current "305(b)/303(d) List Documents (Final)" at the time of NOI submittal, must satisfy the requirements of Part III.C. of the Permits if the Impaired Stream Segment has been listed for criteria violated, "Bio F" (Impaired Fish Community) and/or "Bio M" (Impaired Macroinvertebrate Community), within Category 4a, 4b or 5, and the potential cause is either "NP" (nonpoint source) or "UR" (urban runoff). Those discharges that are located within one (1) linear mile of an Impaired Stream Segment, but are not located within the watershed of any portion of that stream segment, are excluded from this requirement. Georgia's 2012 and subsequent "305(b)/303(d) List Documents (Final)" can be viewed on the EPD website at <https://epd.georgia.gov/georgia-305b303d-list-documents>. Attach a written description and location map identifying the Impaired Stream Segment(s).

If a Total Maximum Daily Load (TMDL) Implementation Plan for sediment has been finalized at least six (6) months prior to the permittee's submittal of the Initial NOI, the Erosion, Sedimentation and Pollution Control Plan (Plan) must address any site-specific conditions or requirements included in the TMDL Implementation Plan that are applicable to the permittee's discharge(s) to the Impaired Stream Segment within the timeframe specified in the TMDL Implementation Plan. If the TMDL Implementation Plan establishes a specific numeric wasteload allocation that applies to the permittee's discharge(s) to the Impaired Stream Segment, then the permittee must incorporate that allocation into the Erosion, Sedimentation and Pollution Control Plan and implement all necessary measures to meet that allocation. A list of TMDL Implementation Plans can be viewed on the EPD website at epd.georgia.gov.

Please do not leave any blanks in this section. Any information requested on the NOI that is not applicable to the primary permittee or to the construction site must be mark "N/A."

Section V – Certifications

The owner and/or operator (or both) must sign the Notice of Intent certification statements on the lines provided. Federal and State statutes provide specific requirements as to who is authorized to sign the Notice of Intent forms. A Notice of Intent form signed by an unauthorized person will not be valid. Please be aware that Federal and State statutes provide for severe penalties for submitting false information on this Notice of Intent form. Federal and State regulations require that the Notice of Intent form be signed as follows:

For a corporation, by a responsible corporate officer;

For a partnership or sole proprietorship, by a general partner or the proprietor; and

For a municipality, State, Federal or other public facility, by either a principal executive officer or ranking elected official.

GEORGIA EPD DISTRICT OFFICES

All required correspondence, including but not limited to Notices of Intent, Notices of Termination, Erosion, Sedimentation and Pollution Control Plans, sampling reports and any other reports shall be sent to the following EPD District Offices:

A. For facilities/construction sites located in the following counties: Bibb, Bleckley, Chattahoochee, Crawford, Dooly, Harris, Houston, Jones, Lamar, Macon, Marion, Meriwether, Monroe, Muscogee, Peach, Pike, Pulaski, Schley, Talbot, Taylor, Troup, Twiggs, Upson

Information shall be submitted to: West Central District Office
Georgia Environmental Protection Division
2640 Shurling Drive
Macon, GA 31211-3576
(478) 751-6612

B. For facilities/construction sites located in the following counties: Burke, Columbia, Emanuel, Glascock, Jefferson, Jenkins, Johnson, Laurens, McDuffie, Montgomery, Richmond, Screven, Treutlen, Warren, Washington, Wheeler, Wilkinson

Information shall be submitted to: East Central District Office
Georgia Environmental Protection Division
3525 Walton Way Extension
Augusta, GA 30909-1821
(706) 667-4343

C. For facilities/construction sites located in the following counties: Baldwin, Banks, Barrow, Butts, Clarke, Elbert, Franklin, Greene, Hall, Hancock, Hart, Jackson, Jasper, Lincoln, Madison, Morgan, Newton, Oconee, Oglethorpe, Putnam, Stephens, Taliaferro, Walton, Wilkes

Information shall be submitted to: Northeast District Office
Georgia Environmental Protection Division
745 Gaines School Road
Athens, GA 30605-3129
(706) 369-6376

D. For facilities/construction sites located in the following counties: Carroll, Clayton, Coweta, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Heard, Henry, Rockdale, Spalding

Information shall be submitted to: Mountain District - Atlanta Satellite
Georgia Environmental Protection Division
4244 International Parkway, Suite 114
Atlanta, GA 30354-3906
(404) 362-2671

E. For facilities/construction sites located in the following counties: Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Dawson, Fannin, Floyd, Forsyth, Gilmer, Gordon, Habersham, Haralson, Lumpkin, Murray, Paulding, Pickens, Polk, Rabun, Towns, Union, Walker, White, Whitfield

Information shall be submitted to: Mountain District - Cartersville Office
Georgia Environmental Protection Division
P.O. Box 3250
Cartersville, GA 30120-1705
(770) 387-4900

F. For facilities/construction sites located in the following counties: Appling, Atkinson, Bacon, Brantley, Bryan, Bulloch, Camden, Candler, Charlton, Chatham, Clinch, Coffee, Effingham, Evans, Glynn, Jeff Davis, Liberty, Long, McIntosh, Pierce, Tattnall, Toombs, Ware, Wayne

Information shall be submitted to: Coastal District - Brunswick Office
Georgia Environmental Protection Division
400 Commerce Center Drive
Brunswick, GA 31523-8251
(912) 264-7284

G. For facilities/construction sites located in the following counties: Baker, Ben Hill, Berrien, Brooks, Calhoun, Clay, Colquitt, Cook, Crisp, Decatur, Dodge, Dougherty, Early, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Miller, Mitchell, Quitman, Randolph, Seminole, Stewart, Sumter, Telfair, Terrell, Thomas, Tift, Turner, Webster, Wilcox, Worth

Information shall be submitted to: Southwest District Office
Georgia Environmental Protection Division
2024 Newton Road
Albany, GA 31701-3576
(229) 430-4144

Figure 2 - Drainage Basin

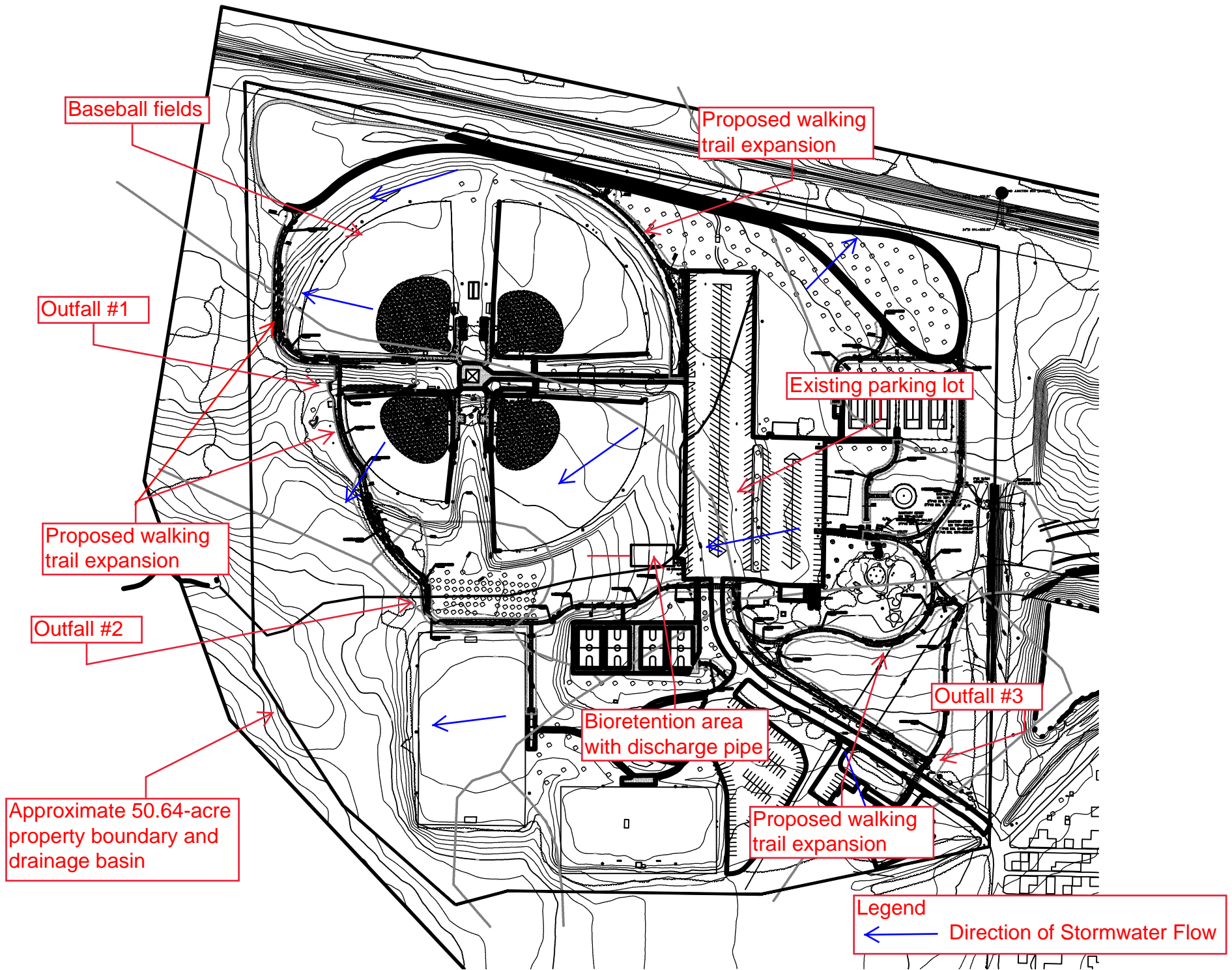


EXHIBIT 3

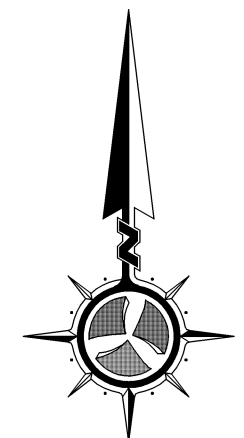
PLANS

SHEET 2.0

SHEET 2.3

SHEET 2.1

SHEET 2.2



NO.	DATE	DESCRIPTION

TRIPLE POINT ENGINEERING
 5223 Riverside Drive • Suite 101 • Macon, Georgia 31210
 phone 478.476.0700 • fax 478.476.0776 • www.tpointeng.com

KEY MAP
 SOUTH PEACH PARK TRAIL EXPANSION
 FOR THE
 PEACH COUNTY PARKS AND RECREATION DEPT.
 FORT VALLEY, PEACH COUNTY, GA

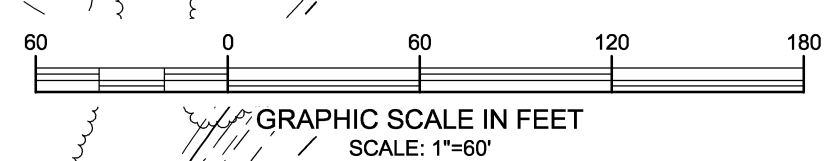


PROJECT NO.: PCO 043
 DATE: MARCH 2017
 SCALE: 1" = 60'

0.1



Know what's below.
 Call before you dig.



N/F CITY OF FORT VALLEY
 TAX PARCEL F02F 002

MURRAY ROAD EXT.

PVC W/AM COVER
 SANITARY SEWER
 MH TOP=57.30'
 8" PVC INV. IN=508.86'
 8" PVC INV. OUT=508.86'

BATHROOM BUILDING
 SANITARY SEWER
 MH TOP=514.25'
 8" PVC INV. IN=514.19'
 8" PVC INV. OUT=514.19'

BENCH
 SANITARY SEWER
 MH TOP=514.25'
 8" PVC INV. IN=508.16'
 8" PVC INV. OUT=508.99'

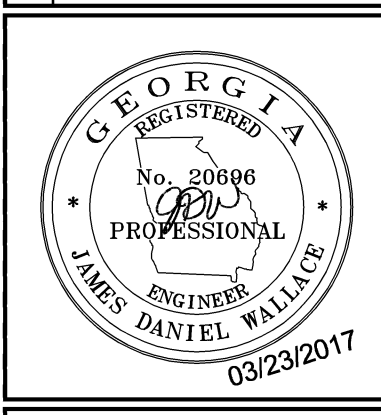
BASKETBALL COURTS

V:\macedo\043\Project\043 - south peach park trail expansion\043 - south peach park trail expansion.dwg | 5/23/2017

NO.	DATE	ISSUE SEQUENCE	DESCRIPTION

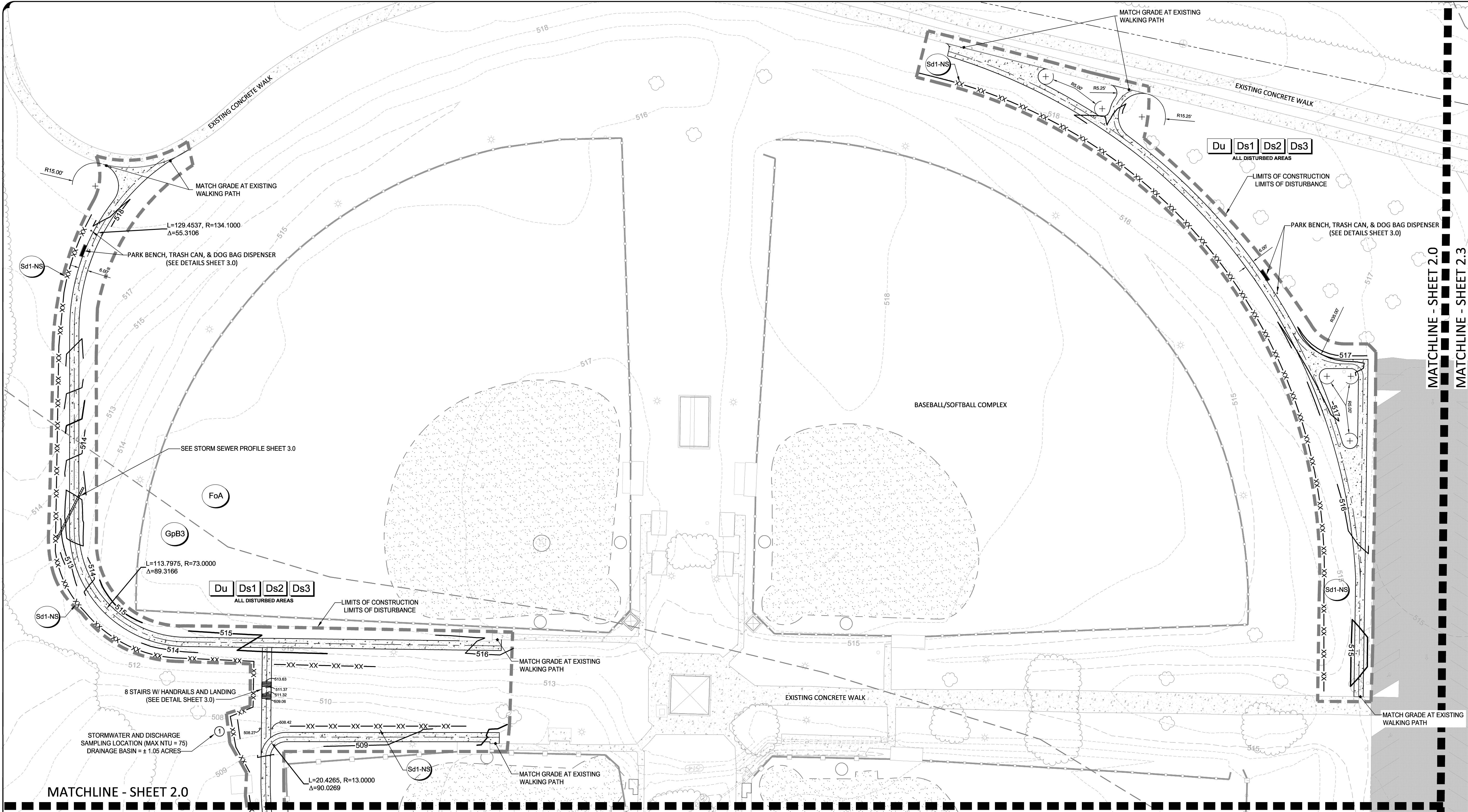
TRIPLE POINT ENGINEERING
 5223 Riverside Drive • Suite 101 • Macon, Georgia 31210
 phone 478.476.0700 • fax 478.476.0776 • www.tpointeng.com

SOUTH PEACH PARK TRAIL EXPANSION FOR THE PEACH COUNTY PARKS AND RECREATION DEPT.
 FORT VALLEY, PEACH COUNTY, GA



PROJECT NO.: PCO 043
 DATE: MARCH 2017
 SCALE: 1"=30'

2.0



SOILS LEGEND		HYDROLOGIC SOIL GROUP
FoA	FACEVILLE FINE SANDY LOAM 0% TO 2% SLOPES	B
FoB	FACEVILLE FINE SANDY LOAM 2% TO 5% SLOPES	B
FoC2	FACEVILLE FINE SANDY LOAM 5% TO 8% SLOPES, ERODED	B
Gd	GRADY CLAY LOAM 0% TO 2% SLOPES, FREQUENTLY PONDED	C/D
GpB3	GREENVILLE CLAY LOAM 2% TO 5% SLOPES, SEVERELY ERODED	B
NgB	NORFOLK LOAMY FINE SAND 2% TO 5% SLOPES	B

NOTE: SOILS DATA SOURCE IS THE USDA WEBSITE

STARTING DATE: _____
 COMPLETION DATE: _____

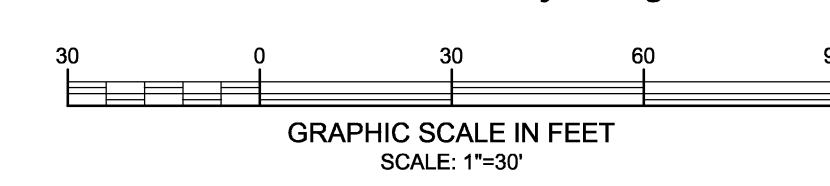
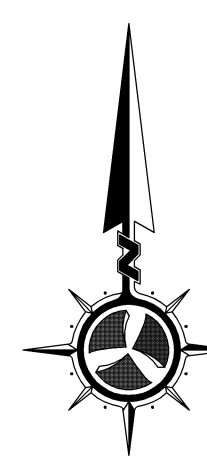
DESCRIPTION	WEEKS OF CONSTRUCTION ACTIVITY																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
PLACE SILT FENCE BARRIER AND CONSTRUCTION EXIT GRADING	■																	
CONSTRUCT CONCRETE SIDEWALK																		
TEMPORARY GRASSING/MULCHING																		
FINAL STABILIZATION & REMOVAL OF TEMPORARY STRUCTURES																		
MAINTENANCE OF EROSION CONTROL STRUCTURES AND SEDIMENT POND																		

AS NEEDED THROUGHOUT PROJECT
 FOLLOWING COMPLETION OF BUILDING CONSTRUCTION

STARTING AND COMPLETION DATES ARE APPROXIMATE AND ARE NOT INTENDED TO BE CONTRACTUAL.
 "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, 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS THE USE OF RIP RAP, GABIONS, PERMANENT MULCHES OR GEOTEXTILES) HAVE BEEN USED. PERMANENT VEGETATION SHALL CONSIST OF: PLANTED TREES, SHRUBS, PERENNIAL VINES; A CROP OF PERENNIAL VEGETATION APPROPRIATE FOR THE TIME OF YEAR AND REGION; OR A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION.

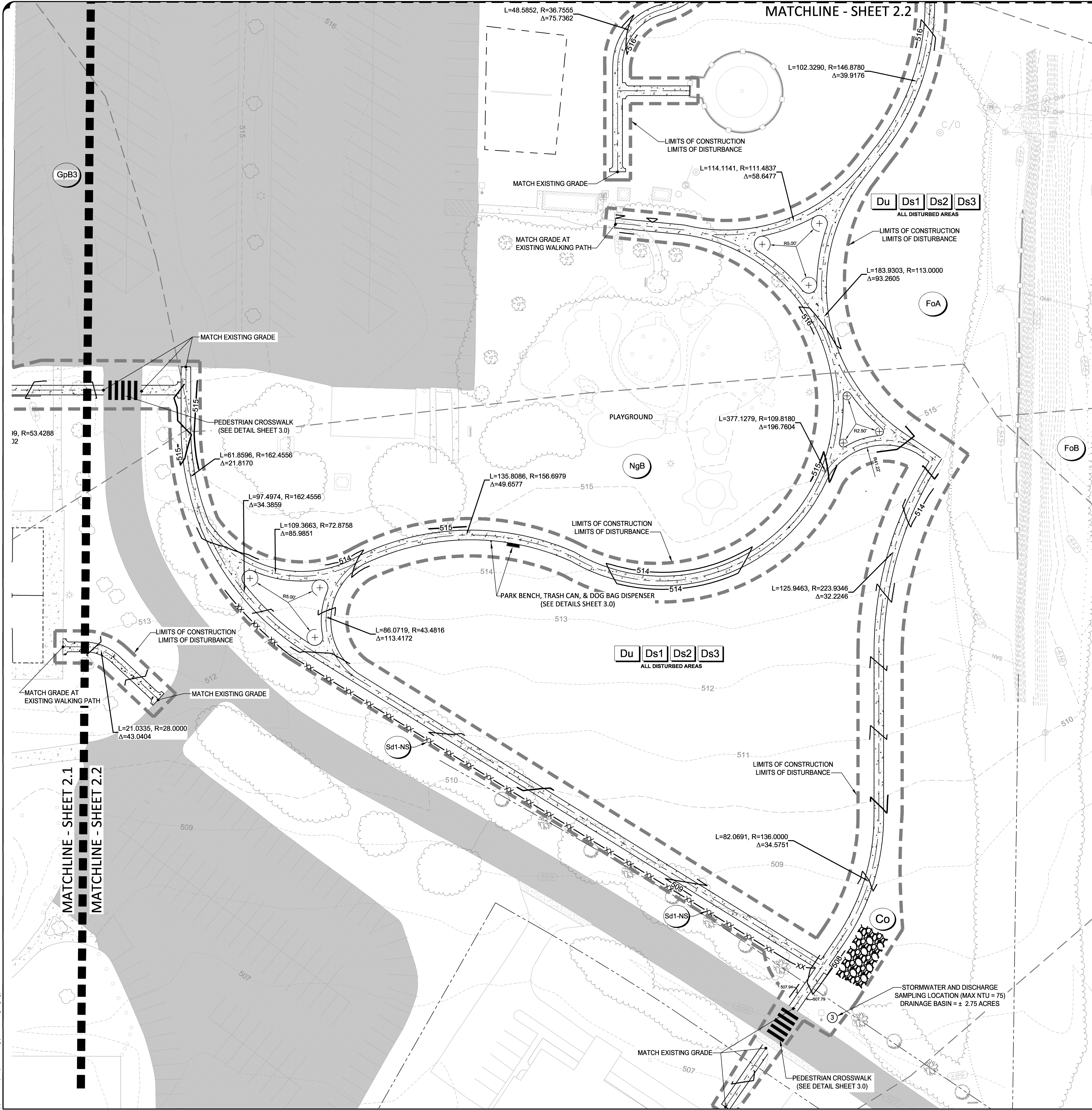
CONSTRUCTION TIMELINE
 N.T.S.

GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION
 James D Wallace
 Level II Certified Design Professional
 CERTIFICATION NUMBER 0000003053
 ISSUED: 12/07/2008 EXPIRES: 12/07/2018



LEGEND

	EXISTING	PROPOSED
LIMITS OF DISTURBANCE	---	---
SOIL TYPE LIMITS	---	---
PROPERTY LINE	---	---
SILT FENCE	---	---
CONTOUR	---	---
SANITARY SEWER	SAN	SAN
STORM PIPE	---	---
STORM MANHOLE	W	W
WATER METER	W	W
SANITARY SEWER MANHOLE	S	S
OVERHEAD POWER	OHP	OHP
POWER POLE	□	□
POWER STRUCTURE	□	□
LIGHT POLE	□	□
SIGN	□	□
TREE LINE	---	---
CONCRETE SIDEWALK	---	---
TRAIL CENTERLINE	---	---



VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)		Ds1	Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMP SEEDING)		Ds2	Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)		Ds3	Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (SODDING)		Ds4	A permanent vegetative cover using sods on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS		Du	Controlling surface and air movement of dust on construction site, roadways and similar sites.

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Co	CONSTRUCTION EXIT		Co	A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Sd1	SEDIMENT BARRIER		Sd1	A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence.
St	STORMDRAIN OUTLET PROTECTION		St	A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.

Du DUST SHALL BE CONTROLLED ON THIS SITE BY APPLYING A WATER SPRAY TO DISTURBED AREAS AS NEEDED.

Ds1 MULCHING RATES:
 DRY STRAW OR HAY - SPREAD AT A RATE OF 2 1/2 TONS PER ACRE.
 WOOD WASTE, CHIPS, SAWDUST, OR BARK - SPREAD 2 TO 3 INCHES DEEP. EROSION CONTROL MATTING OR NETTING APPLY IN ACCORDANCE WITH MFG. RECS. CUTBACK ASPHALT, SLOW CURING - APPLY AT 1200 GALLONS PER ACRE.
 POLYETHYLENE FILM - SECURED OVER BANKS OR STOCKPILED SOIL MATERIAL FOR PROTECTION.

Ds2 TEMPORARY VEGETATIVE SPECIFICATIONS:
 TEMP. GRASSING SHALL BEGIN 2 WEEKS FOLLOWING INITIAL DISTURBANCE.

SPECIES	RATE PER 1000 SQ.FT.	RATE PER ACRE	PLANTING DATES
RYE	3.9 POUNDS	3 BU.	9-1 TO 1-1
RYE GRASS, ANNUAL	1 POUND	40-50 lbs.	9-1 TO 4-15
SUDAN GRASS	1.4 POUNDS	60 lbs.	4-1 TO 10-1
BROWN TOP MILLET	1 POUND	40 lbs.	4-1 TO 7-15
WHEAT	4.1 POUNDS	3 BU.	10-1 TO 1-1

Ds3 PERMANENT VEGETATIVE SPECIFICATIONS:

GRASS	SEEDING RATE	PLANTING DATES	FERTILIZER RATE N P K Year Per Acre
HULLED COMMON BERMUDA	8lbs./Ac	3-1 TO 6-15	6 12 12 1st. 1500 Lbs.
UNHULLED COMMON BERMUDA	10lbs./Ac	10-1 TO 3-1	SAME AS ABOVE
PENSACOLA BANJA	60 Lb/Ac	Year Round	SAME AS ABOVE
MULCH - 2 1/2 TON/Ac			
LIME - 1 TON/Ac			

"FINAL STABILIZATION" MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF AT LEAST 70% OF THE NATIVE BACKGROUND COVER FOR THE AREA HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES, OR EQUIVALENT PERMANENT STABILIZATION MEASURES HAVE BEEN EMPLOYED.

GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION

James D Wallace
 Level II Certified Design Professional

CERTIFICATION NUMBER: 0000003053
 ISSUED: 12/07/2008 EXPIRES: 12/07/2018

LEGEND

	EXISTING	PROPOSED
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SOIL TYPE LIMITS		
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SANITARY SEWER		
STORM PIPE		
STORM MANHOLE		
WATER METER		
SANITARY SEWER MANHOLE		
OVERHEAD POWER		
POWER POLE		
POWER STRUCTURE		
LIGHT POLE		
SIGN		
TREE LINE		
CONCRETE SIDEWALK		
TRAIL CENTERLINE		

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

GRAPHIC SCALE IN FEET
 SCALE: 1"=30'

ISSUE SEQUENCE

NO.	DATE	DESCRIPTION

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SOUTH PEACH PARK TRAIL EXPANSION FOR THE PEACH COUNTY PARKS AND RECREATION DEPT. FORT VALLEY, PEACH COUNTY, GA

ISSUE SEQUENCE

REGISTERED PROFESSIONAL ENGINEER
 JAMES DANIEL WALLACE
 03/23/2017

PROJECT NO.: PCO 043
 DATE: MARCH 2017
 SCALE: 1"=30'

Erosion, Sedimentation, & Pollution Control Notes & Comprehensive Monitoring Plan

STORMWATER DISCHARGE FROM THIS SITE IS PERMITTED AND GOVERNED BY NPDES GENERAL PERMIT NO. GAR 100001. THE SAMPLING, RECORD KEEPING, AND INSPECTION REQUIREMENTS OF THE PERMIT ARE THE RESPONSIBILITY OF THE PRIMARY PERMITTEE, AND ARE HEREBY INCORPORATED INTO THIS PLAN. IT IS THE RESPONSIBILITY OF THE OWNER TO CONTACT THE ENGINEER AT 478-342-1214 TO NOTIFY HIM OF THE START OF LAND DISTURBING ACTIVITIES. THE PRIMARY PERMITTEE IS RESPONSIBLE FOR SUBMITTING A NOTICE OF TERMINATION ONCE FINAL STABILIZATION HAS BEEN ACHIEVED.

1. These notes are taken from the Erosion, Sedimentation, and Pollution Control Plan Checklist for stand alone construction projects as published by the Commission on January 1, 2017.

2. The Level II certification number and seal of the certified Design Professional can be found on each sheet pertaining to the ES&PC plan (see Sheets 2.0-2.3).

3. The limits of disturbance does not exceed 50 acres within the project area.

4. The name and phone number of 24-hour local contact responsible for erosion, sedimentation and pollution controls is DAVID PARRISH Phone # (478) 825-3334

5. Primary Permittee information: PEACH COUNTY PARKS AND REC. DEPT. DAVID PARRISH 700 SPRUCE STREET, WING A FORT VALLEY, GA 31030 PHONE: (478) 825-3334

6. Total acreage of project area: 50.64 Acres Disturbed acreage of project area: 3.62 Acres

7. The GPS location of the construction exit for the site is Latitude 32.5488° N, Longitude 83.9035° W.

8. The initial and/or revision date of this plan is depicted on the title block of each plan sheet. A notation shall be made on the plan of any revisions to the plan, the date of revision, and the entity that requested the revisions.

9. The construction activity includes BMP installation and maintenance, site grading, and the addition of walking trails in South Peach Park, west of the Fort Valley City limits in Peach County.

10. A vicinity map showing site's relation to surrounding areas is depicted on the Title Sheet of this plan.

11. The project receiving waters include unnamed tributaries of Big Indian Creek.

12. 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 direct supervision. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Design Professional Date 05/23/2017

13. 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.

Design Professional Date 05/23/2017

14. The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements, perimeter control BMPs, and sediment basins in accordance with part IV.A.5 within 7 days after installation.

15. Non-exempt activities shall not be conducted within the 25- or 50-foot undisturbed stream buffers as measured from the point of wrested 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.

16. No buffer encroachments are associated with the work on this plan.

17. 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. These items include, but are not limited to, diversions (D), temporary down drain structures (Dn1), permanent down drain structures (Dn2), level spreaders (Lv), rock filter dams (Rd), retaining walls (Re), retrofitting (Rt), inlet sediment traps (Sd2), temporary sediment basins (Sd3), temporary sediment traps (Sd4), floating surface skimmers (Sk), seep berms (Sp), temporary stream crossings (Sr), storm drain outlet protection (St), turbidity curtains (Tc), and vegetated waterways or stormwater conveyance channels (Wt).

18. Waste materials shall not be discharged to waters of the State, except as authorized by a section 404 permit. No section 404 permit has been obtained for this development.

19. 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.

20. Erosion control measures shall 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.

21. Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding.

22. This construction activity does not discharge storm water into, or within one linear mile of a Bioti Impaired Stream Segment.

23. This construction activity does not discharge storm water into, or within one linear mile of a Bioti Impaired Stream Segment.

24. Concrete truck washout location shall be in a temporary truck wash area located at the site entrance. Washout shall be contained within a pit or trench with no material leaving the site or impacting vegetated or non-disturbed areas. Disposal of material shall include the breaking of material into small amounts for trash disposal or removal from the site to an appropriate landfill.

Paint and/or other chemicals shall be stored in secured facilities with restricted access to employees only. Cleanup and disposal of this material shall be in accordance with all recognized local and federal requirements. All disposal shall be in approved off site waste facilities classified to accept that material.

25. All petroleum products shall be stored and used in an area that provides a secondary containment feature, and shall be located in an area with the least foreseeable impact if a catastrophic event should occur. Emergency contact numbers and procedures for spills shall be available on-site. All petroleum spills and leaks shall be remediated immediately. The flow must be stopped, contained, and affected soils removed. In the event of a spill or leak, contact First Environmental Nationwide toll free at (888) 720-1330.

26. A bioretention basin will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed.

27. Silt Fence, dust control, construction exit, temporary grassing, and permanent grassing shall be used to reduce pollutants in storm water discharges from the construction site.

28. A description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization) is depicted on Sheet 2.0 of this plan.

29. Inspections: a. Permittee requirements.

(1). Each day when any type of construction activity has taken place at a primary permittee's site, certified personnel provided by the primary permittee shall inspect: (a) all areas at the primary permittee's site where petroleum products are stored, used, or handled for spills and leaks from vehicles and equipment; (b) all locations at the primary permittee's site where vehicles enter or exit the site for evidence of off-site sediment tracking; and (c) measure rainfall once each twenty four hour period at the site. These inspections must be conducted until a Notice of Termination is submitted.

(2). Certified personnel (provided by the primary permittee) shall inspect the following at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater (unless such storms end after 5:00 PM on any Friday or on any non-working Sunday, or any non-working Federal holiday, in which case the inspection shall be completed by the end of the next business day and/or working day, whichever comes first); (a) disturbed areas of the primary permittee's construction site that have not undergone final stabilization; and (b) areas used by the primary permittee for storage of materials that are exposed to precipitation that have not undergone final stabilization; and (c) structural control measures. Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s). For areas of a site that have undergone final stabilization, the permittee must comply with Part IV.D.4.a.(3) of Permit GAR 100001. These inspections must be conducted until a Notice of Termination is submitted.

(3). Certified personnel (provided by the primary permittee) shall inspect at least once per month during the term of this permit (i.e., until a Notice of Termination is received by EPD) the areas of the site that have undergone final stabilization. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and the receiving water(s). Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s).

(4). Based on the results of each inspection, the site description and the pollution prevention and control measures identified in the Erosion, Sedimentation and Pollution Control Plan, the Plan shall be revised as appropriate not later than seven (7) calendar days following each inspection. Implementation of such changes shall be made as soon as practical but in no case later than seven (7) calendar days following each inspection.

(5). A report of each inspection that includes the name(s) of personnel making each inspection, the date(s) of each inspection, major observations relating to the implementation of the Erosion, Sedimentation and Pollution Control Plan and actions taken in accordance with Part IV.D.4.a.(4) of GAR 100001 shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to EPD. Such reports shall identify any incidents of non-compliance. Where the report does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the Erosion, Sedimentation and Pollution Control Plan and this permit. The report shall be signed in accordance with Part V.G. of GAR 100001.

30. Sampling Frequency:

The Primary Permittee must sample at least once for each rainfall event described below.

For a qualifying event, samples must be taken within forty-five (45) minutes of:

(i) The accumulation of the minimum amount of rainfall, if the storm water discharge to a monitored receiving water or from a monitored outfall has begun at or prior to the accumulation, or

(ii) The beginning of any storm water discharge to a monitored receiving water or from a monitored outfall, if the discharge begins after the accumulation of the minimum amount of rainfall. However, where manual and automatic sampling are impossible, or are beyond the Permittee's control, the Permittee shall take samples as soon as possible, but in no case more than twelve (12) hours after the beginning of the storm water discharge. Sampling by the Primary Permittee shall occur for the following events:

a. For each area of the site that discharges to a receiving stream, the first rain event that reaches or exceeds 0.50 inch for the monitoring during normal business hours* (Monday through Friday, 8:00 AM to 5:00 PM and Saturday 8:00 AM to 5:00 PM, and excluding all non-working Federal holidays, when construction activity is being conducted by the primary permittee) that occurs after all clearing and grubbing operations have been completed in the drainage area of the location selected as the sampling location;

b. In addition to (a) above, for each area of the site that discharges to a receiving stream, the first rain event that reaches or exceeds 0.5 inch and allows for monitoring during normal business hours* that occurs either 90 days after the first sampling event or after all mass grading operations have been completed in the drainage area of the location selected as the sampling location, whichever comes first;

c. At the time of sampling performed pursuant to (a) and (b) above, if BMPs are found to be properly designed, installed and maintained, no further action is required. If BMPs in any area of the site that discharges to a receiving stream are not properly designed, installed and maintained, corrective action shall be defined and implemented within 2 business days, and turbidity samples shall be taken from discharges from that area of the site for each subsequent rain event that reaches or exceeds 0.5 inch during normal business hours* until the selected turbidity standard is attained, or until post-storm event inspections determine that BMPs are properly designed, installed and maintained.

*Note that the Permittee may choose to meet the requirements of (a) and (b) above by collecting turbidity samples from any rain event that reaches or exceeds 0.5 inch and allows for monitoring at any time of the day or week.

Sampling shall be collected by "grab samples" performed in accordance with the guidance document titled "NPDES Storm Water Sampling Guidance Document, EPA 833-B-92-001."

Sample analysis shall be performed in accordance with the methodology and test procedures established by 40 CFR Part 136.

Reporting of Sampling Results:

The Primary Permittee is required to submit a summary of the monitoring results to the Regional EPD office by the fifteenth day of the month following the reporting period. For a monitoring period during which no qualifying rainfall events occur, a monitoring report must be submitted stating such. Monitoring periods are calendar months. Monitoring results shall be in a format as prescribed by EPD.

For this site, reports shall be provided to: West Central District Office Georgia Environmental Protection Division 2640 Shurling Drive Macon, GA 31211-3576 (478) 751-6612

31. The primary permittee shall retain the following records at the construction site or the records shall be readily available at a designated alternate location from commencement of construction until such time as a NOT is submitted in accordance with Part VI of General NPDES Permit No. GAR100001:

- a. A copy of all Notices of Intent submitted to EPD;
b. A copy of the Erosion, Sedimentation and Pollution Control Plan required by GAR 100001;
c. The design professional's report of the results of the inspection conducted in accordance with Part IV.A.5 of GAR 100001;
d. A copy of all monitoring information, results, and reports required by GAR 100001;
e. A copy of all inspection reports generated in accordance with Part IV.D.4.a of GAR 100001;
f. A copy of all violation summaries and violation summary reports generated in accordance with Part III.D.2 of GAR 100001; and
g. Daily rainfall information collected in accordance with Part IV.D.4.a.(1)(c) of GAR 100001.

Copies of all Notices of Intent, Notices of Termination, reports, plans, monitoring reports, monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, Erosion, Sedimentation and Pollution Control Plans, records of all data used to complete the Notice of Intent to be covered by this permit, and all other records required by this permit shall be retained by the permittee who either produced or used it for a period of at least three years from the date that the NOT is submitted in accordance with Part VI of this permit. These records must be maintained at the permittee's primary place of business or at a designated alternate location once the construction activity has ceased at the permitted site. This period may be extended by request of the EPD at any time upon written notification to the permittee.

32. Storm water samples shall be retrieved from the sampling points as indicated on Sheets 2.0-2.3. The samples must be representative of the water quality of the receiving water(s) and/or the storm water outfalls using the following minimum guidelines:

(1) The upstream sample for each receiving water(s) must be taken immediately upstream of the confluence of the first storm water discharge from the permitted activity (i.e., the discharge farthest upstream at the site) but downstream of any other storm water discharges not associated permitted activity. Where appropriate, several downstream samples from across the receiving water(s) may need to be taken and the arithmetic average of the turbidity of these samples used for the downstream turbidity value.

(2) The downstream sample for each receiving water(s) must be taken downstream of the confluence of the last storm water discharge from the permitted activity (i.e., the discharge farthest downstream at the site) but upstream of any other storm water discharge not associated with the permitted activity. Where appropriate, several downstream samples from across the receiving water(s) may need to be taken and the arithmetic average of the turbidity of these samples used for the downstream turbidity value.

(3) Sample containers should be labeled prior to collecting the samples.

(4) Samples should be well mixed before transferring to a secondary container.

(5) Large mouth, well cleaned and rinsed glass or plastic jars should be used for collecting samples. The jars should be cleaned thoroughly to avoid contamination.

(6) Manual or automatic sampling may be utilized. Samples required by this plan should be analyzed immediately, but in no case later than 48 hours after collection. However, samples from automatic samplers must be collected no later than the next business day after their accumulation, unless flow through automated analysis is utilized. Samples are not required to be cooled.

(7) Sampling and analysis of the receiving water(s) or outfalls beyond the minimum frequency stated in this plan must be reported to EPD.

(8) Samples taken for the purpose of compliance with this plan shall be representative of the monitored activity and representative of the water quality of the receiving water(s) and/or the storm water outfalls using the following minimum guidelines:

(9) Ideally the samples should be taken from the horizontal and vertical center of the receiving water(s) or the storm water outfall channel(s).

(10) Care should be taken to avoid stirring the bottom sediments in the receiving water(s) or in the outfall storm water channel.

(11) The sampling container should be held so that the opening faces upstream.

(12) The samples should be kept free from floating debris.

Sheet flow that flows onto undisturbed natural areas or areas stabilized by the project is not required to be sampled. For purposes of this section, stabilized shall mean, for unpaved areas and areas not covered by permanent structures, at least 70% of the soil surface is uniformly covered in permanent vegetation or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been employed. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the Final stabilization applies to each phase of construction.

33. In accordance with Appendix B, the maximum NTU's from the outfall shall not exceed 75 NTUs. The turbidity was selected for a site size of 3.62 acres and a drainage basin <4.99 square miles in a warm water fishery.

34. The sampling locations are depicted on Sheets 2.0-2.3 of this plan. No water bodies are located within 200' of the site.

35. This plan combines all three phases of erosion control into the construction plan. Initial Phase: Place perimeter silt fence. Intermediate Phase: Maintain BMPs, temporary grassing, and dust control. Final Phase: Remove initial and intermediate BMPs after final stabilization.

36. A graphic scale and north arrow are depicted on Sheets 1.0-2.3 and 4.0-4.3

37. Existing and proposed contour lines are depicted on Sheets 2.0-2.3. Contour lines are drawn at an interval of 1'. The existing contour lines are based on a compilation of aerial survey performed by Metro Engineering And Surveying and field run topography by Strange Land Surveyors.

38. No alternate BMPs are proposed in this plan.

39. No alternate BMPs are proposed in this plan.

40. No state waters lie within the proposed project area.

41. No state waters are located within 200' of the project site. No wetlands exist on the project site.

42. The acreage of contributing drainage basins are shown on this sheet

43. A hydrology report has been submitted to the Peach County Engineer for this project. The post construction drainage basin is unchanged from the pre-construction drainage basin.

44. The pre-construction curve number is estimated to be 65. The post-construction curve number is estimated to be 65.

45. One new storm-drain pipe is proposed that has a velocity of 1.93 fps. No new outlet protection is proposed.

46. Soil series and their delineation are depicted on Sheets 2.0-2.3 of this plan.

47. The limits of disturbance for this phase of construction is the entirety of the areas depicted within the area shown within the gray dashed line and labeled "limits of construction, limits of disturbance", as shown on Sheets 2.0-2.3.

48. Sediment storage will be accomplished by the BMPs shown this plan. Calculations can be found on Sheet 2.3.

49. Best management practices depicted on Sheets 2.0-2.3 of this plan are consistent with the requirements of the Manual for Erosion and Sediment Control in Georgia. The legend for the BMPs can be found on Sheet 2.2 of this plan.

50. Detailed drawings for all structural practices are depicted on Sheet 2.3 of this plan. The installation of these practices must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.

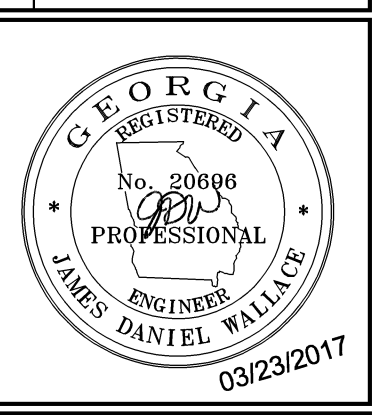
51. A vegetative plan, noting temporary and permanent vegetative practices, is depicted on Sheet 2.2 of this plan.



Table with 3 columns: NO., DATE, DESCRIPTION. It is an issue sequence log.

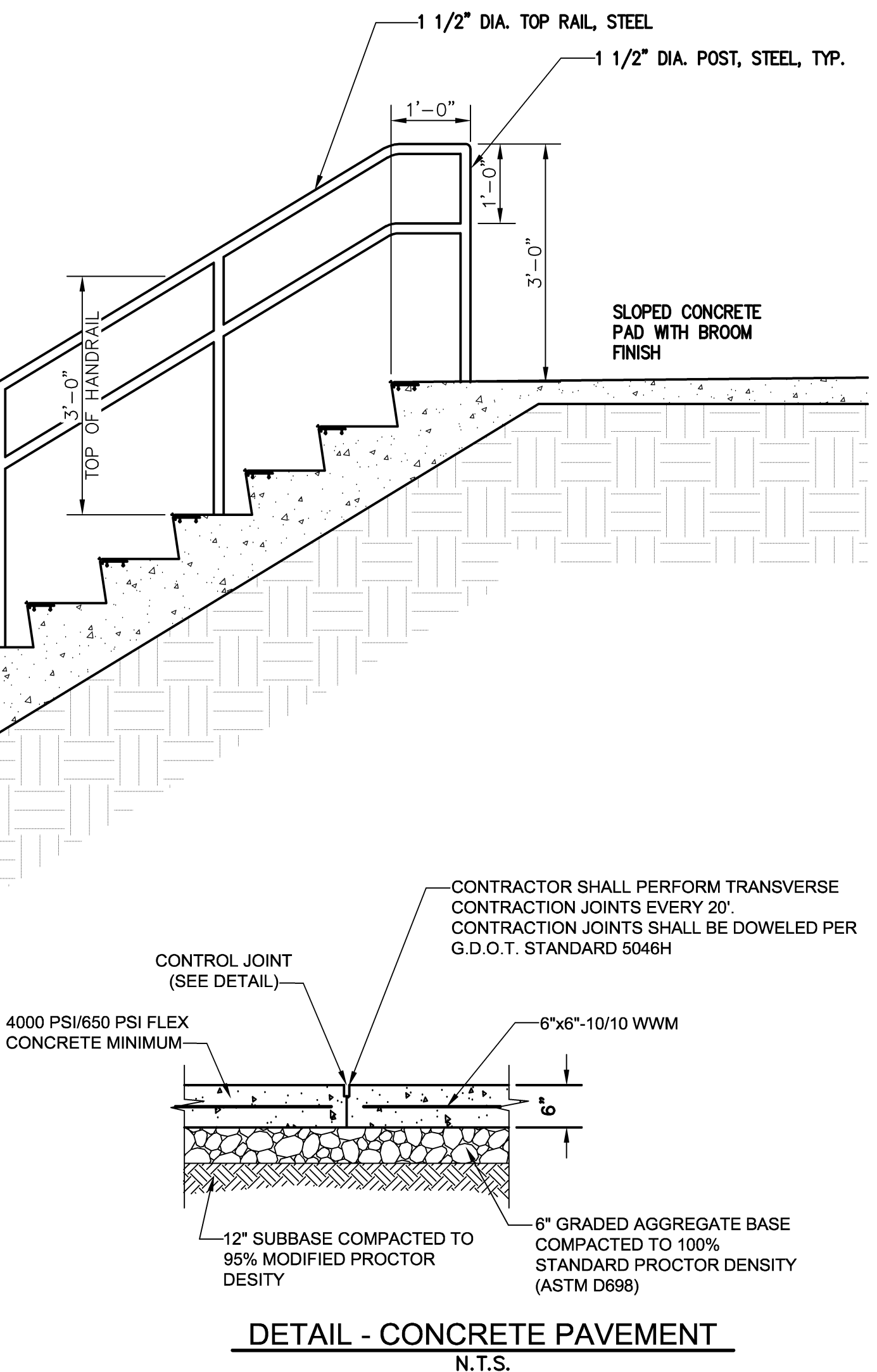
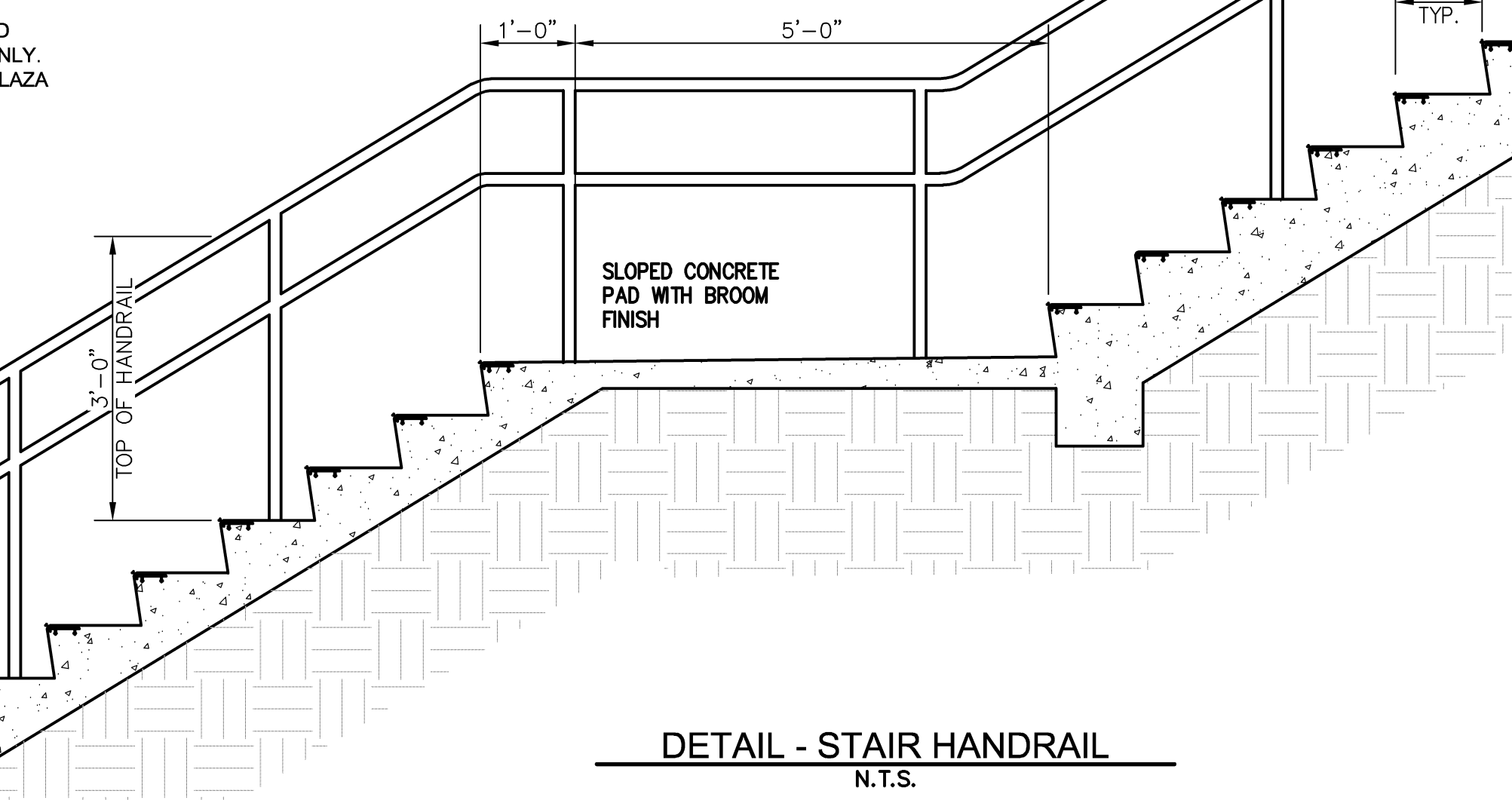
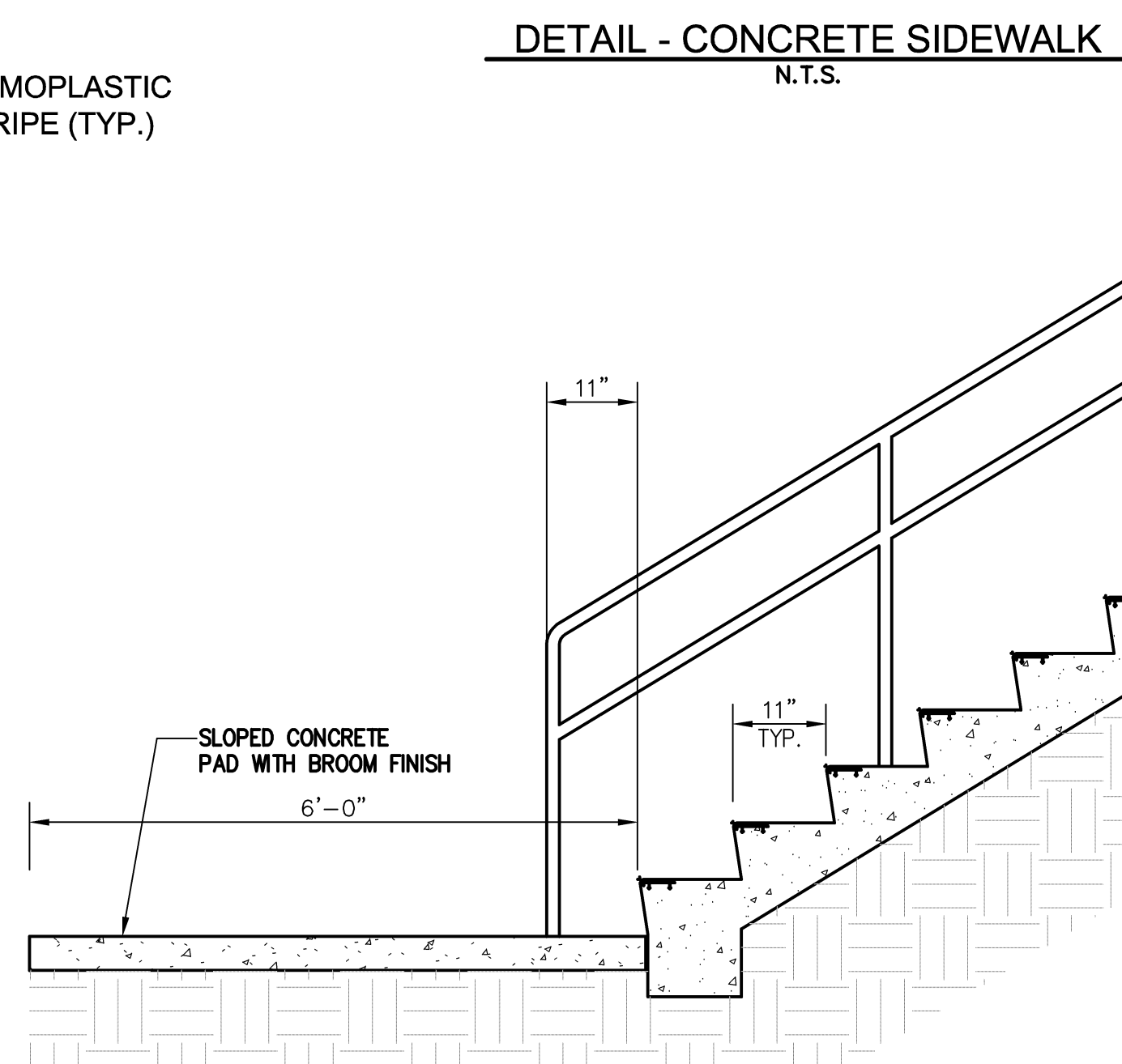
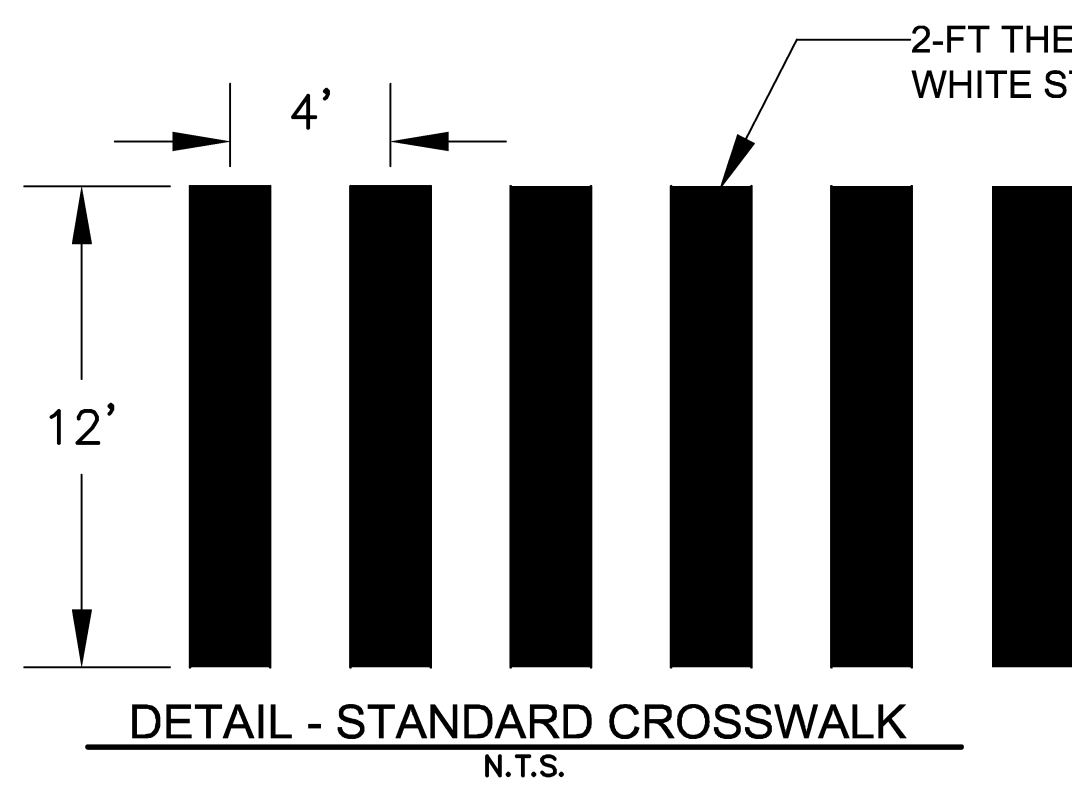
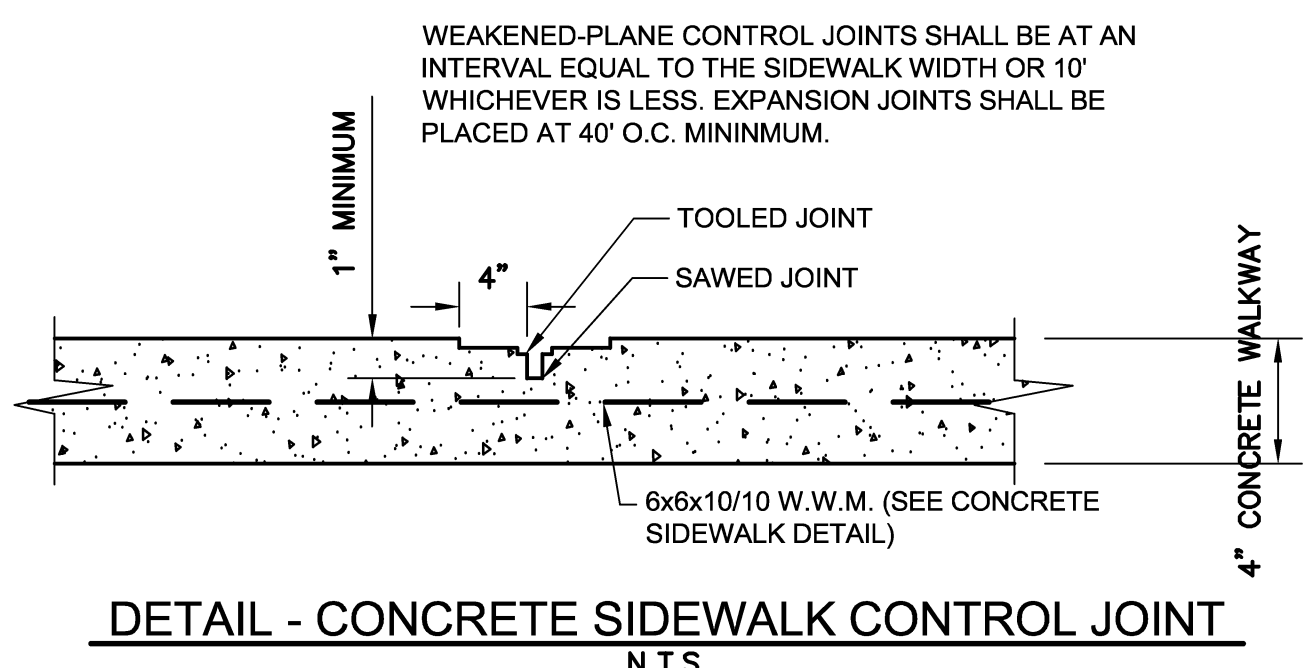
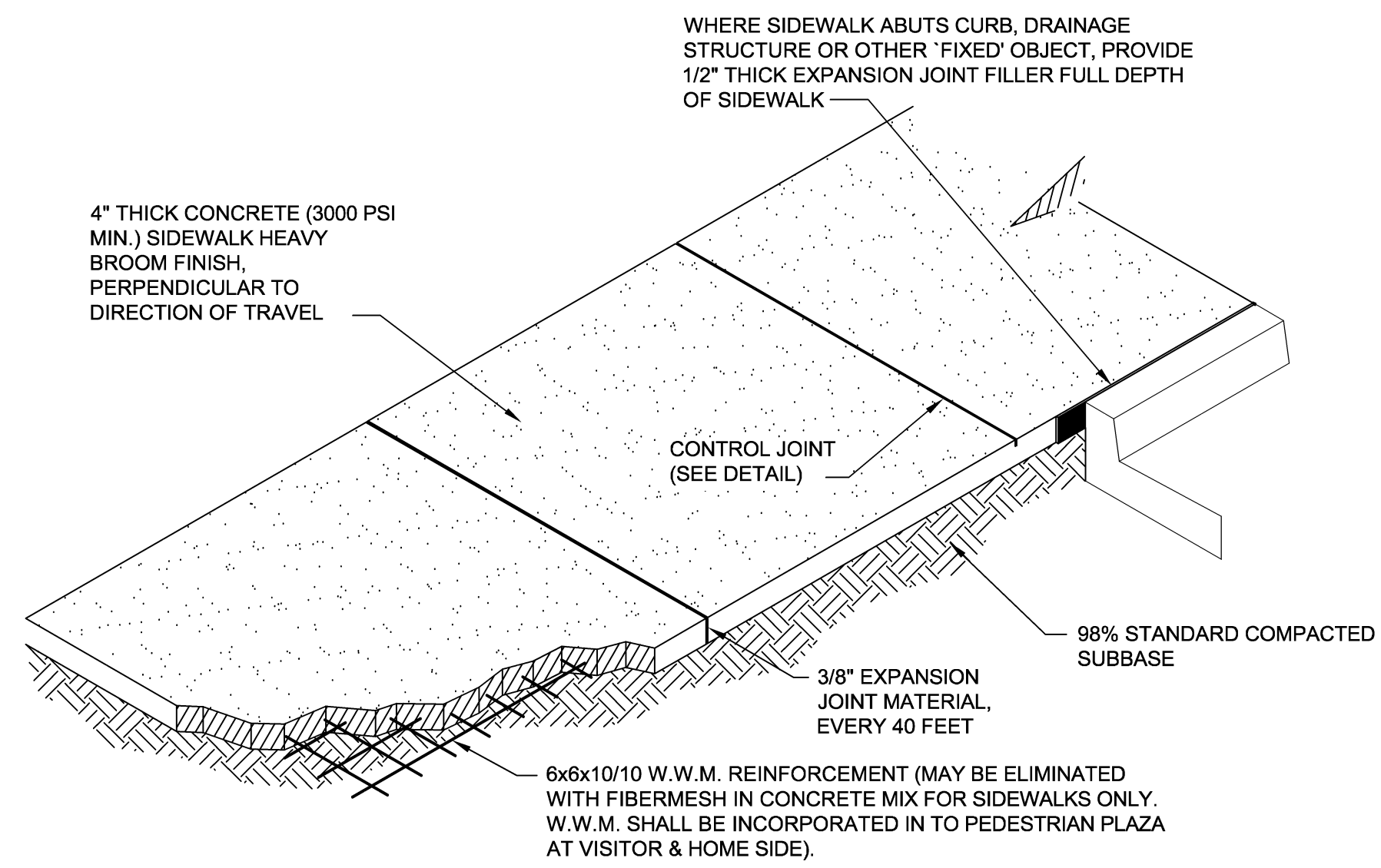
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NPDES PLAN SOUTH PEACH PARK TRAIL EXPANSION FOR THE PEACH COUNTY PARKS AND RECREATION DEPT. FORT VALLEY, PEACH COUNTY, GA

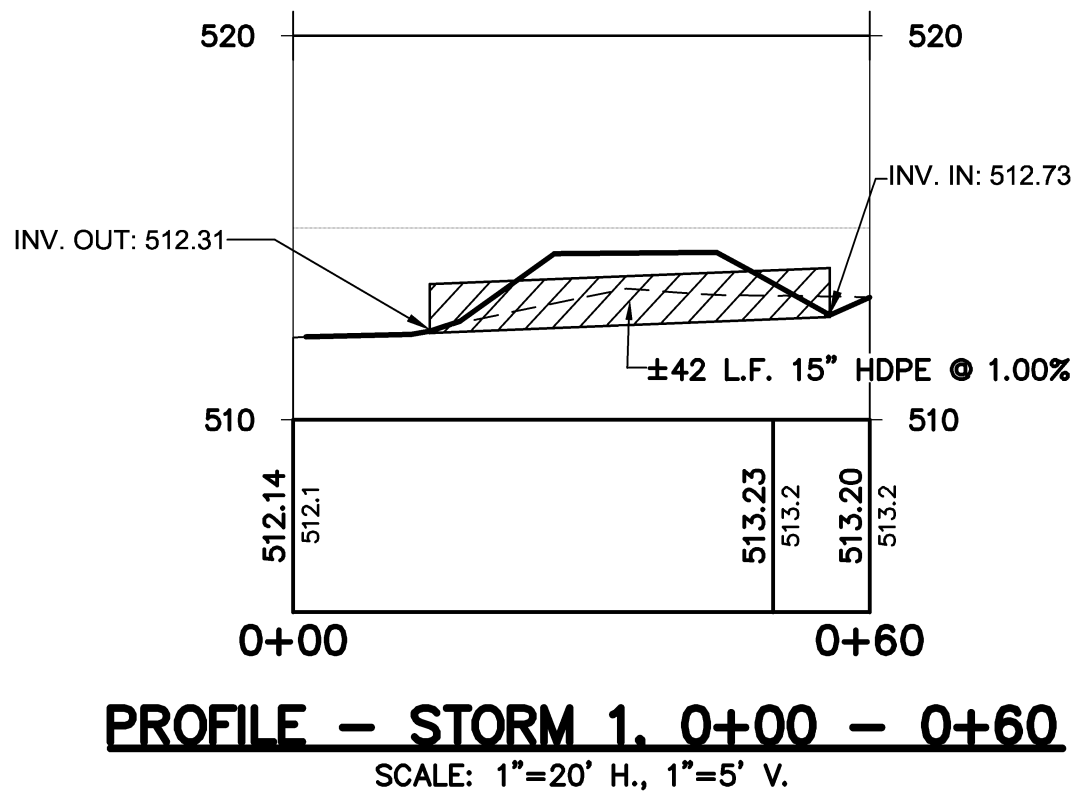


PROJECT NO.: PCO 043 DATE: MARCH 2017 SCALE: N.T.S.





NOTE: SEE SHEETS 2.0 AND 2.1 FOR CORRESPONDING NUMBER OF RISERS. PLAN SHOWS 7\"/>



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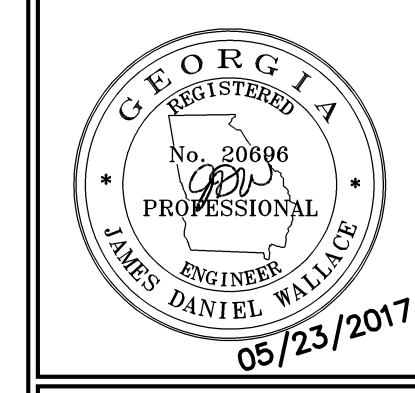
OLYMPIA TRASH RECEPTACLE
 ATR2200 - 32 GALLON OLYMPIA RECEPTACLE

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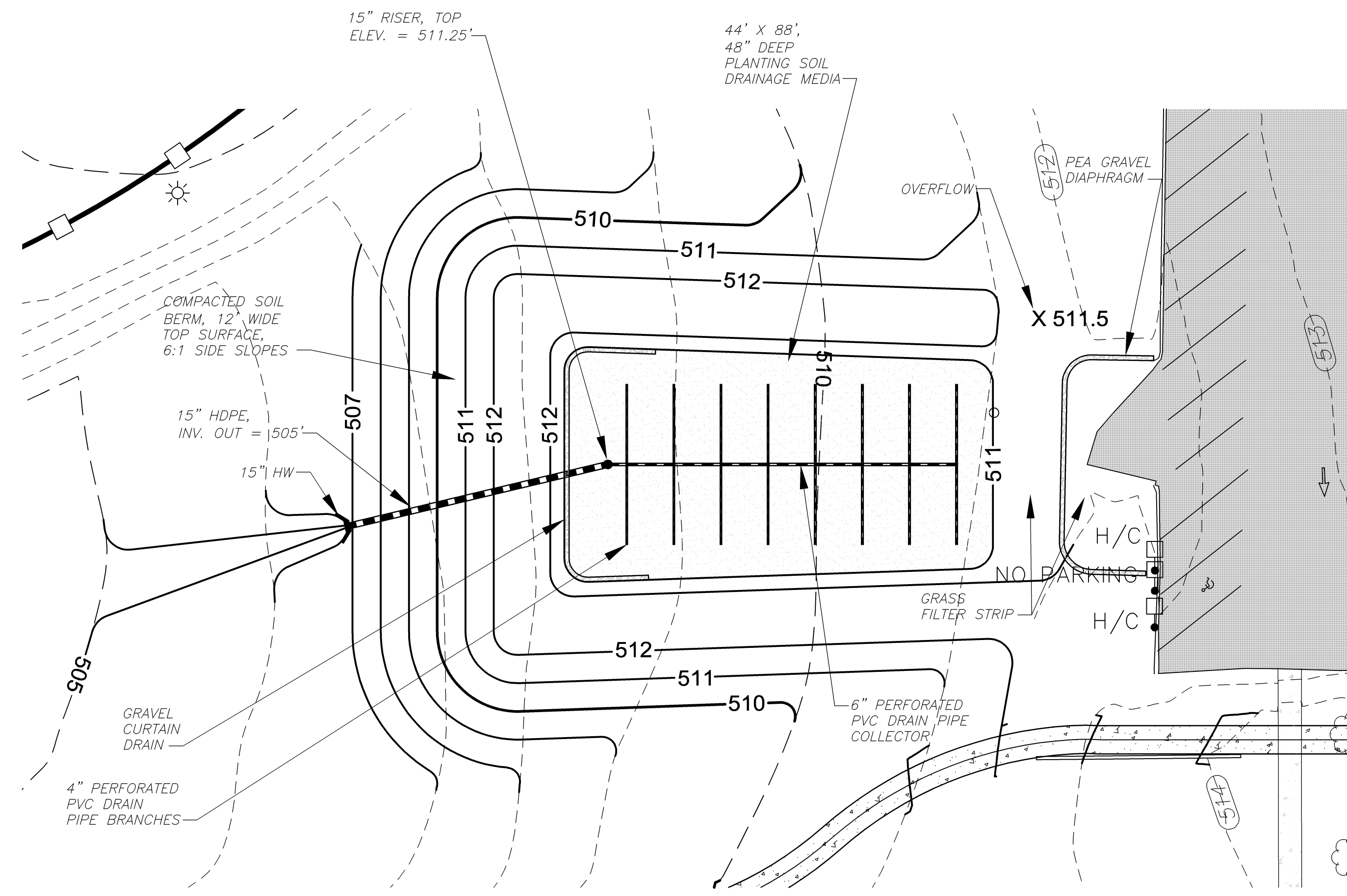
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SOUTH PEACH PARK TRAIL EXPANSION
 FOR THE
PEACH COUNTY PARKS AND RECREATION DEPT.
 FORT VALLEY, PEACH COUNTY, GA

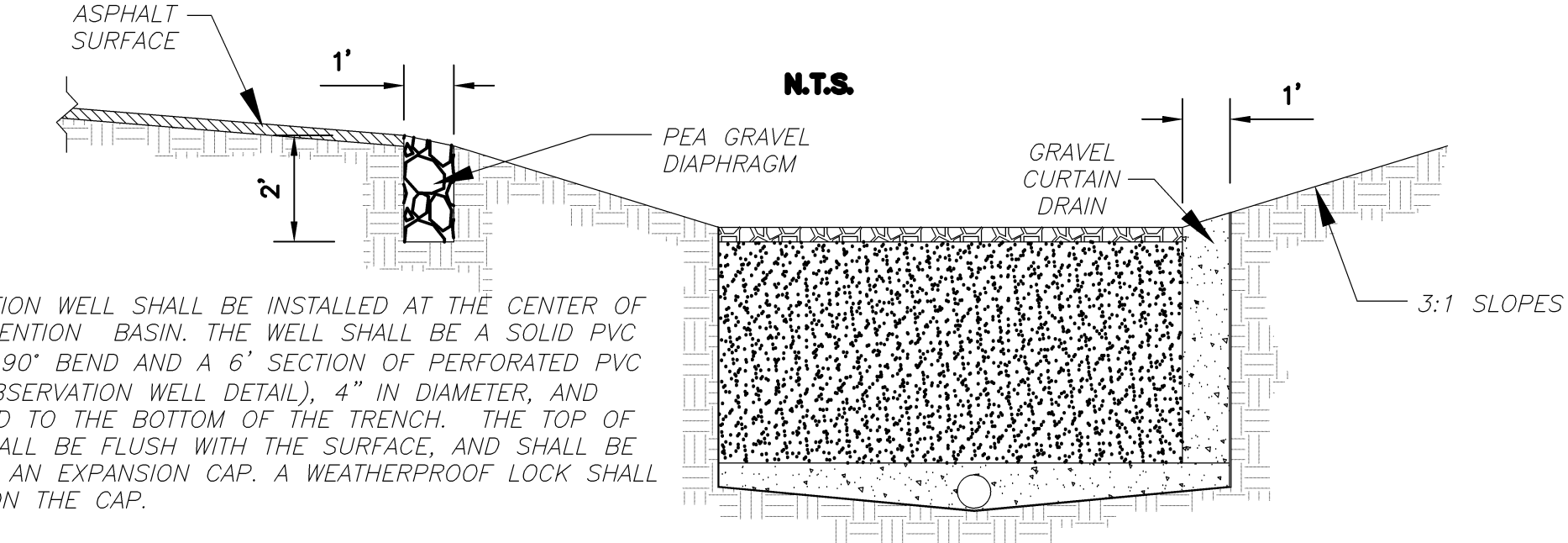
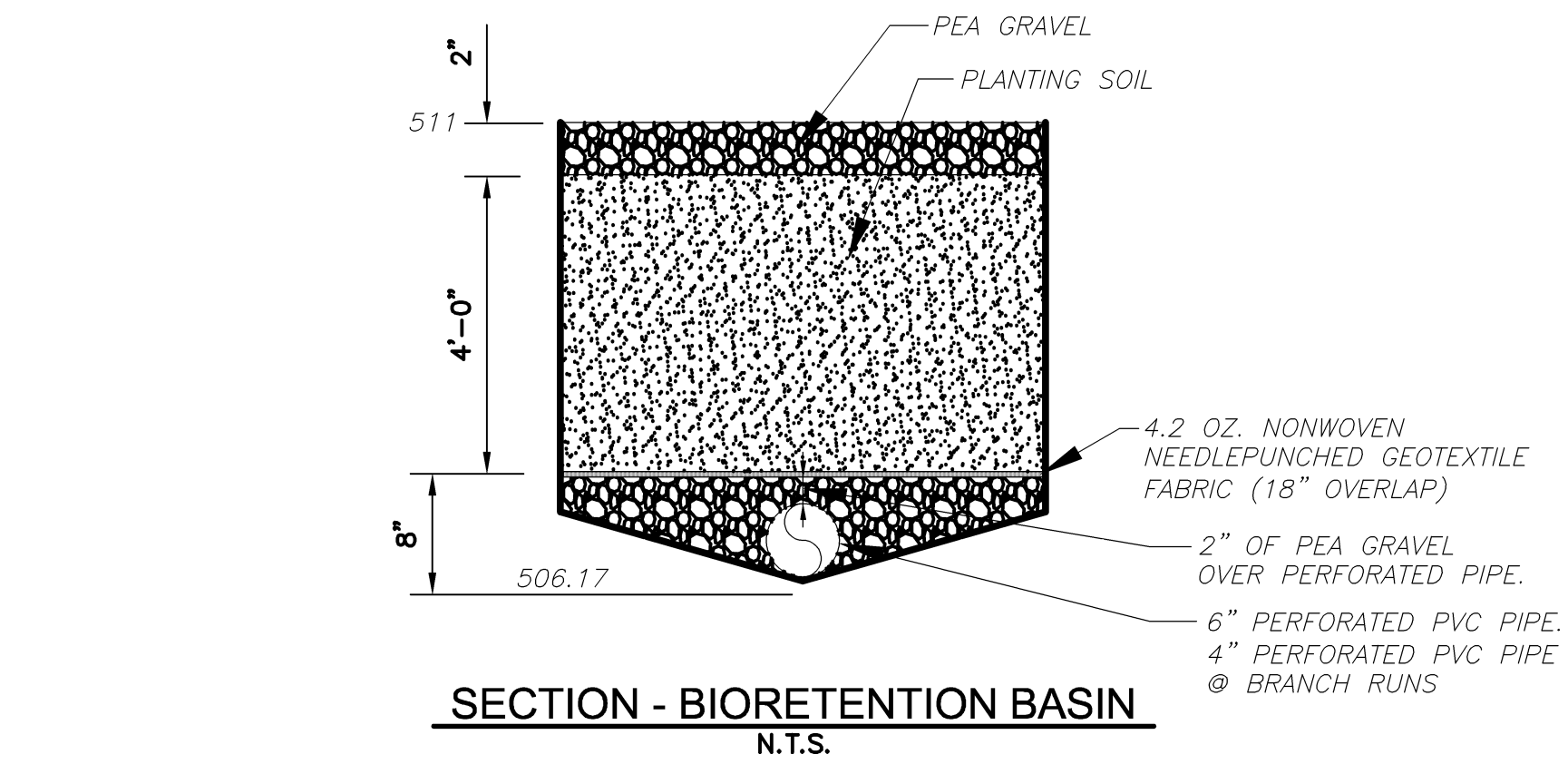


PROJECT NO.: PCO 043
 DATE: MARCH 2017
 SCALE: N.T.S.

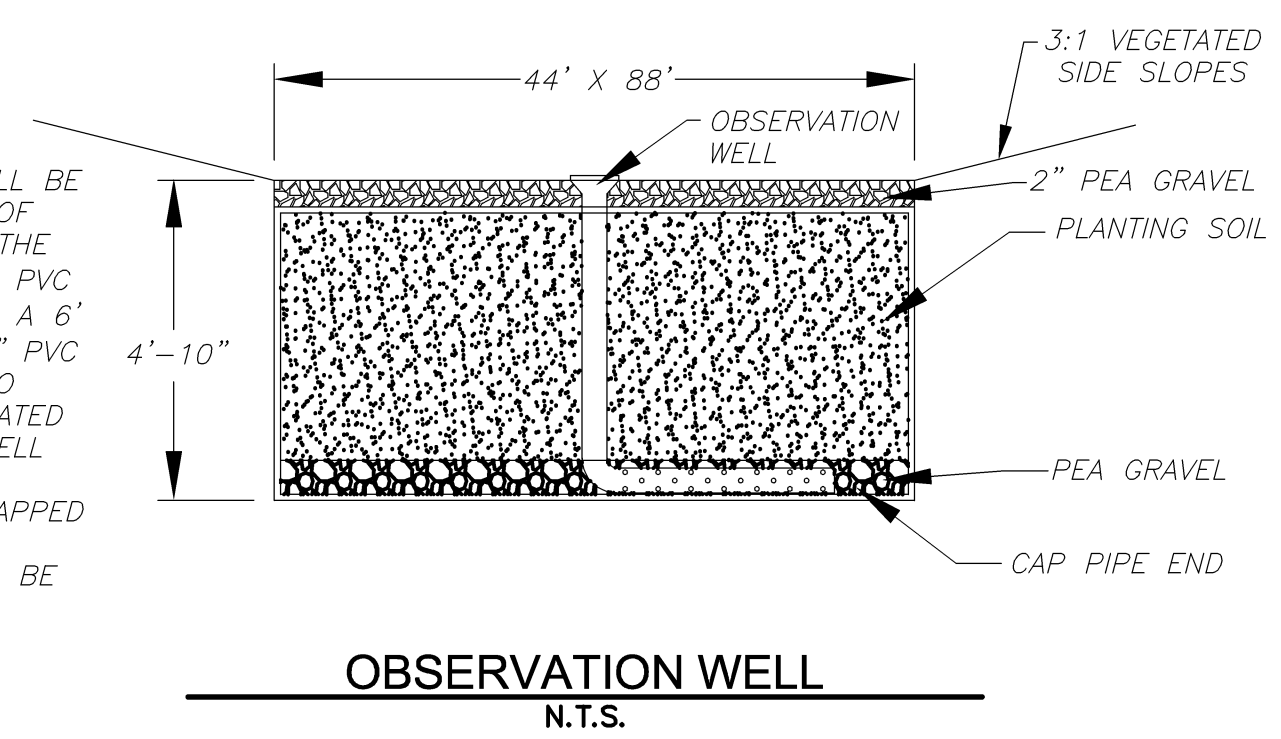
3.0



DETAIL - BIORETENTION BASIN
SCALE: 1"=20'



AN OBSERVATION WELL SHALL BE INSTALLED AT THE CENTER OF EACH BIO-RETENTION BASIN. THE WELL SHALL BE A SOLID PVC PIPE WITH A 90° BEND AND A 6" SECTION OF PERFORATED PVC PIPE (SEE OBSERVATION WELL DETAIL), 4" IN DIAMETER, AND SHALL EXTEND TO THE BOTTOM OF THE TRENCH. THE TOP OF THE WELL SHALL BE FLUSH WITH THE SURFACE, AND SHALL BE CAPPED WITH AN EXPANSION CAP. A WEATHERPROOF LOCK SHALL BE PLACED ON THE CAP.



"PLANTING SOIL" SHALL BE A SANDY LOAM, LOAMY SAND, OR LOAM TEXTURE WITH A CLAY CONTENT RANGING FROM 10 TO 25%. THE SOIL SHALL HAVE AN INFILTRATION RATE OF AT LEAST 0.5 INCHES PER HOUR AND A pH BETWEEN 5.5 AND 6.5. IN ADDITION, THE PLANTING SOIL SHALL HAVE 1.5 TO 3% ORGANIC CONTENT AND A MAXIMUM OF 500 PPM CONCENTRATION OF SOLUBLE SALTS. PLANTING WITHIN THE BIORETENTION BASIN SHALL BE SELECTED BY THE COUNTY, AND SHALL CONSIST OF SHRUBS AND TREES THAT PROSPER IN A WET ENVIRONMENT.

ACTIVITY	SCHEDULE
<ul style="list-style-type: none"> PRUNING AND WEEDING TO MAINTAIN APPEARANCE. MULCH REPLACEMENT WHEN EROSION IS EVIDENT. REMOVE TRASH AND DEBRIS. 	AS NEEDED
<ul style="list-style-type: none"> REMOVE SEDIMENT FROM INFLOW LOCATION. INSPECT FILTER STRIP FOR EROSION AND GULLYING. RE-SEED OR SOD AS NECESSARY. TREES AND SHRUBS SHOULD BE INSPECTED TO EVALUATE THEIR HEALTH AND REMOVE ANY DEAD OR SEVERELY DISEASED VEGETATION. 	SEMI-ANNUALLY
<ul style="list-style-type: none"> THE PLANTING SOILS SHOULD BE TESTED FOR pH TO ESTABLISH ACIDIC LEVELS. IF THE pH IS BELOW 5.2, LIMESTONE SHOULD BE APPLIED. IF THE pH IS ABOVE 7.0, IRON SULFATE PLUS SULFUR SHALL BE ADDED TO REDUCE THE pH. 	ANNUALLY
<ul style="list-style-type: none"> REPLACE MULCH OVER THE ENTIRE AREA. REPLACE PEA GRAVEL DIAPHRAGM IF WARRANTED. 	2 TO 3 YEARS

BIORETENTION BASIN INSPECTION AND MAINTENANCE REQUIREMENTS
N.T.S.

NO.	DATE	DESCRIPTION

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STORM WATER QUALITY DETAILS
SOUTH PEACH PARK TRAIL EXPANSION
FOR THE
PEACH COUNTY PARKS AND RECREATION DEPT.
FORT VALLEY, PEACH COUNTY, GA

REGISTERED PROFESSIONAL ENGINEER
No. 20696
JAMES DANIEL WALLACE
05/23/2017

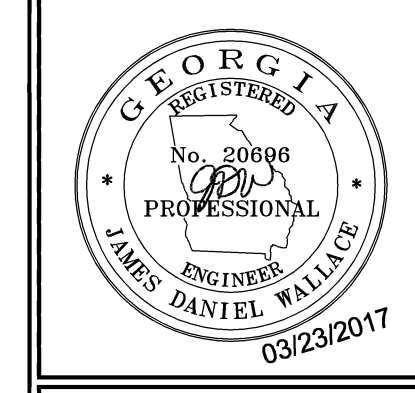
PROJECT NO.: PCO 043
DATE: MARCH 2017
SCALE: N.T.S.

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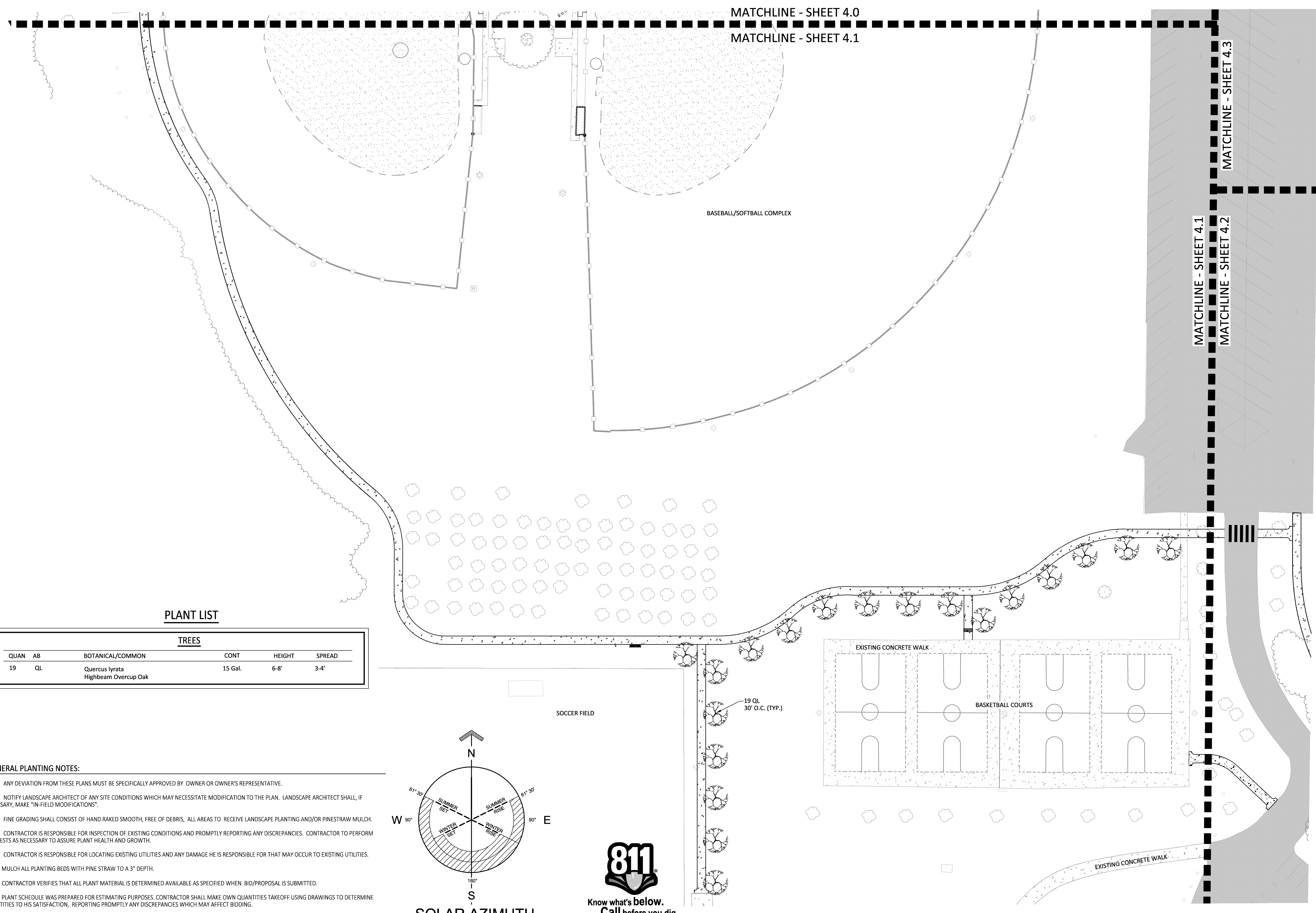
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LANDSCAPE PLAN
SOUTH PEACH PARK TRAIL EXPANSION
 FOR THE
PEACH COUNTY PARKS AND RECREATION DEPT.
 FORT VALLEY, PEACH COUNTY, GA



PROJECT NO.: PCO 043
 DATE: MARCH 2017
 SCALE: 1"=30'

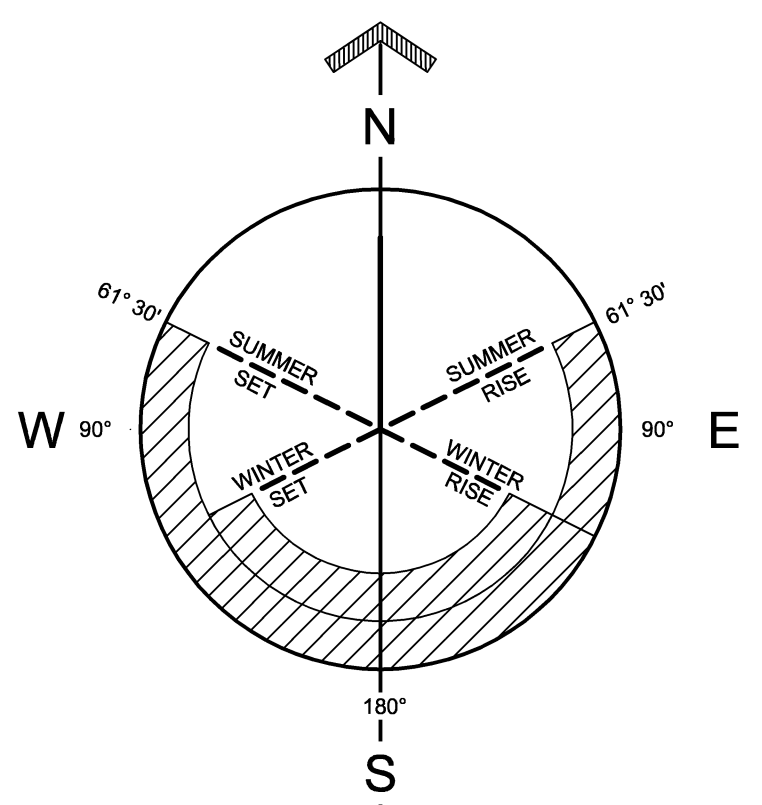
4.1



PLANT LIST

TREES						
QUAN	AB	BOTANICAL/COMMON	CONT	HEIGHT	SPREAD	
19	QL	Quercus lyrata Highbeam Overcup Oak	15 Gal.	6-8'	3-4'	

- GENERAL PLANTING NOTES:**
- ANY DEVIATION FROM THESE PLANS MUST BE SPECIFICALLY APPROVED BY OWNER OR OWNER'S REPRESENTATIVE.
 - NOTIFY LANDSCAPE ARCHITECT OF ANY SITE CONDITIONS WHICH MAY NECESSITATE MODIFICATION TO THE PLAN. LANDSCAPE ARCHITECT SHALL, IF NECESSARY, MAKE "IN-FIELD MODIFICATIONS".
 - FINE GRADING SHALL CONSIST OF HAND RAKED SMOOTH, FREE OF DEBRIS, ALL AREAS TO RECEIVE LANDSCAPE PLANTING AND/OR PINESTRAW MULCH.
 - CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ANY DISCREPANCIES. CONTRACTOR TO PERFORM SOIL TESTS AS NECESSARY TO ASSURE PLANT HEALTH AND GROWTH.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND ANY DAMAGE HE IS RESPONSIBLE FOR THAT MAY OCCUR TO EXISTING UTILITIES.
 - MULCH ALL PLANTING BEDS WITH PINE STRAW TO A 3" DEPTH.
 - CONTRACTOR VERIFIES THAT ALL PLANT MATERIAL IS DETERMINED AVAILABLE AS SPECIFIED WHEN BID/PROPOSAL IS SUBMITTED.
 - PLANT SCHEDULE WAS PREPARED FOR ESTIMATING PURPOSES. CONTRACTOR SHALL MAKE OWN QUANTITIES TAKEOFF USING DRAWINGS TO DETERMINE QUANTITIES TO HIS SATISFACTION, REPORTING PROMPTLY ANY DISCREPANCIES WHICH MAY AFFECT BIDDING.
 - ROOT TYPE MAY BE FREELY SUBSTITUTED IN CASE OF BALLED AND BURLAPPED OR CONTAINER GROWN, OTHER SPECIFICATIONS REMAINING UNCHANGED, EXCEPT IN THE CASE OF CONTAINER GROWN SPECIMEN TREES AS INDICATED IN THE TREE PLANTING SCHEDULE.

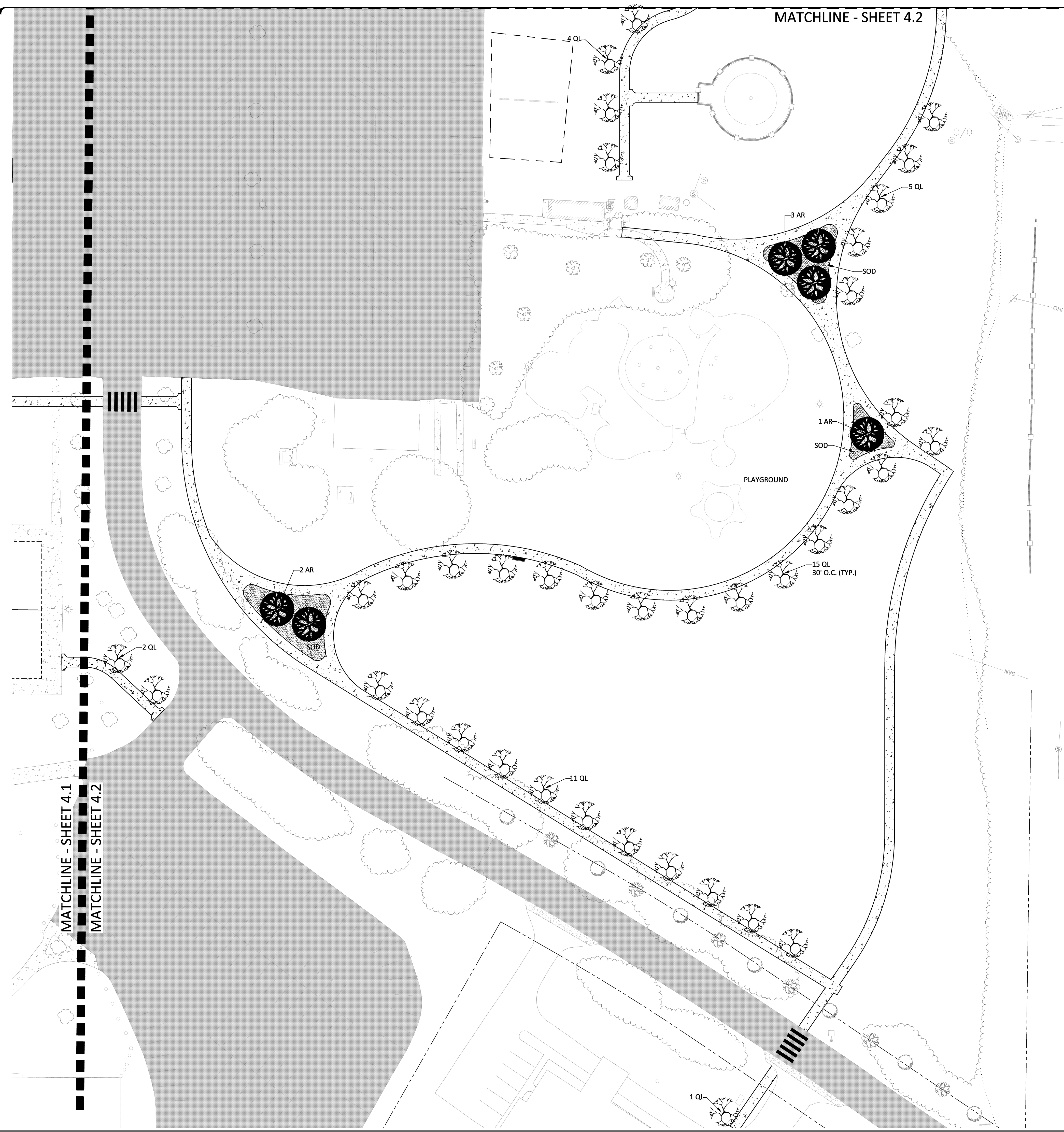


SOLAR AZIMUTH
 FOR LAT 32° 20'N
 SUMMER : JUNE 21
 WINTER : DECEMBER 22



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MATCHLINE - SHEET 4.2

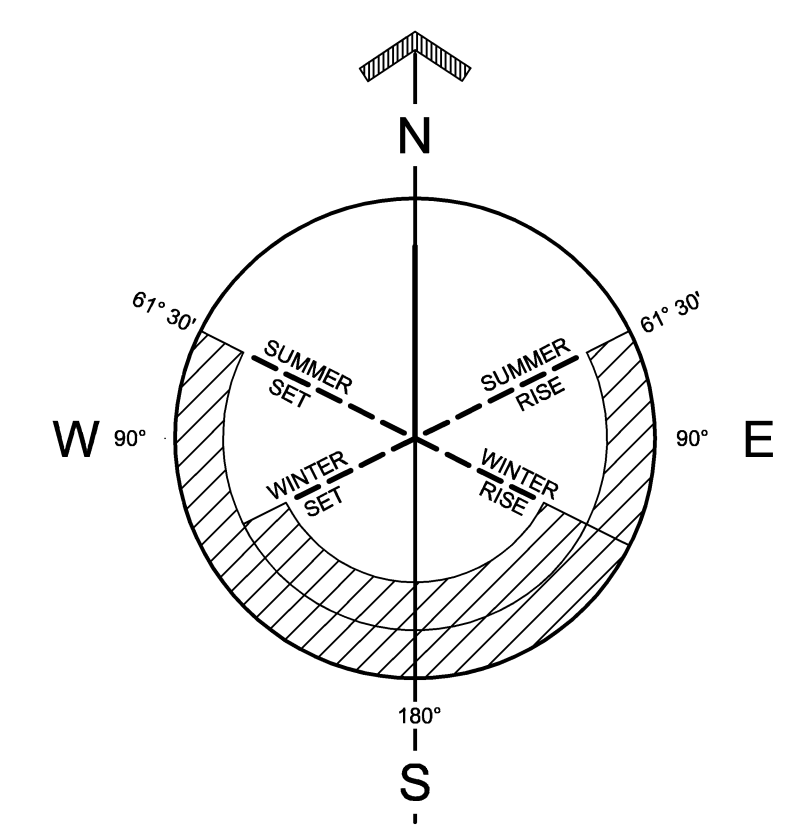


PLANT LIST

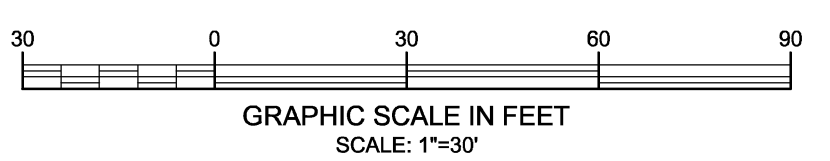
TREES					
QUAN	AB	BOTANICAL/COMMON	CONT	HEIGHT	SPREAD
6	AR	Acer rubrum Red Maple	25 Gal.	8-10'	5-6'
37	QL	Quercus lyrata Highbeam Overcup Oak	15 Gal.	6-8'	3-4'
	SOD	Common Bermuda	+/- 3,060 SF		

GENERAL PLANTING NOTES:

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SOLAR AZIMUTH
FOR LAT 32° 20'N
SUMMER : JUNE 21
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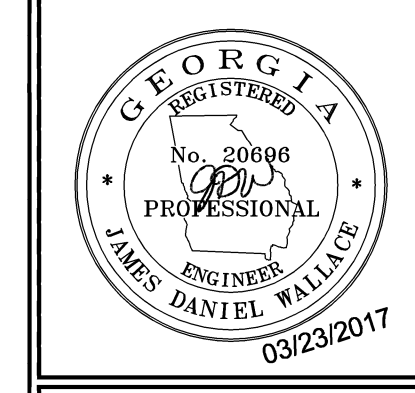
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LANDSCAPE PLAN

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PROJECT NO.: PCO 043
DATE: MARCH 2017
SCALE: 1"=30'

