DAWSON COUNTY GOVERNMENT

INVITATION FOR BID

FOR

THOMPSON CREEK PARK ROAD REALIGNMENT

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

SEPTEMBER 8, 2022, AT 10:30AM, EST

DAWSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
25 JUSTICE WAY, SUITE 2223
DAWSONVILLE, GA 30534

BID # 402-22

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS IFB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: AUGUST 10, 2022

DAWSON COUNTY BOARD OF COMMISSIONERS

THOMPSON CREEK PARK ROAD REALIGNMENT

TABLE OF CONTENTS

Invitation to Bidders……..…….3

Section Overview…….…..…4

General Conditions…….…….9

Scope of Work …….……..…….……..…….10

General Terms……...…….…….15

Vendor's Checklist Form……..……66

Vendor's Information Form…….……67

Vendor's Price Proposal Form…….…….…….…….68

Bid Bond……..69

Vendor's Reference Form…….…….……..71

Execution of Proposal Form…….……..72

Addenda Acknowledgement Form …….……..…73

Drug Free Work Place Form…….……...74

Certificate and Statement of Non-Collusion Form……..…….…..……75

Georgia Security and Immigration Compliance Act Affidavit……..…..77

Local Small Business Initiative Affidavit Form……..82

EEO Practice Form……84

Legal and Character Qualifications Form…….……85

Sample Contract……..87

Project Drawings/Plans……111

DAWSON COUNTY, GEORGIA
Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, Georgia 30534
Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org

August 10, 2022

INVITATION TO BIDDERS

This is an invitation to submit a bid to Dawson County for materials and labor for the realignment of Thompson Creek Park Road to allow for a GDOT Round-About project at SR53 connection, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at https://vrapp.vendorregistry.com/Bids Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., September 8, 2022, tentative award date of the contract is September 15, 2022.

There will not be pre-bid meeting for this project. Bidders are encouraged to visit the site on their own and at their own risk. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than, August 29, 2022, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than, September 1, 2022, at 1:00 p.m. Answers to all questions received will be publicized on the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and broadcasted in an addendum.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,
Melissa Hawk,
Purchasing Manager

INVITATION FOR BID
FOR
THOMPSON CREEK PARK ROAD REALIGNMENT

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

The offerors shall seal its submittal so that they will not be damaged in mailing. One (1) original copy of the complete signed submittal must be received**, SEPTEMBER 1, 2022, AT 10:30AM, EASTERN STANDARD TIME**. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name, address, **Bid #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT** and delivered to:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Hand Delivery

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit www.dawsoncounty.org. If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., on the date listed above, at which time all company names and offers received will be publically read aloud.

GPS Location

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25’23.08”N 34°25’23.08N 84°07’12.05

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many*

express mail and delivery services do not guarantee overnight by noon to Dawson County.

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the proposer.

2. CONTACT PERSON

Vendors are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org** to clarify any part of the IFB requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this IFB and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Vendors should not rely on any representations, statements or explanations other than those made in this IFB or in any addendum to this IFB. Where there appears to be a conflict between the IFB and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

Vendors must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF PROPOSALS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this IFB at any time.

6. MIMINUM IFB ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this IFB, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the IFB to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

9. BID OPENING

Bids will be opened and read immediately following bid deadline at the physical address stated in this document. A copy of the bid tabulation to the IFB will be posted on the County Website within three (3) days after the IFB has been opened.

10. OPEN RECORDS

All materials submitted in connection with this IFB will be public documents and subject to the O.C.G.A. § 50-18-71, Open Records Act and all other laws of the State of Georgia; and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent. Should you believe that your bid contains any trade secrets you must submit an affidavit, along with the bid/proposal, that states that specific portions of the bid/proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore the affidavit must be detailed, citing specifically (citing

paragraphs, articles, provisions, pages, etc.) the portions of the bid/proposal containing any trade secrets. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

11. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

12. VENDOR INFORMATION

All submissions shall include a completed vendor information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

13. INSURANCE

Selected vendor will be required to provide a Certificate of Insurance as proof of liability and workman's compensation insurance while under contract with Dawson County. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability at a minimum should cover $1,000,000 per incident. Dawson County Board of Commissioners shall be named as additionally insured for the project herein.

14. BONDS

If required, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

15. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business

enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.
In every contract of over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

Vendors may request this Invitation for Bid in another language by contacting Purchasing Manager, Melissa Hawk, at p) 706-344-3501, f) 706-531-2728 or via email at mhawk@dawsoncounty.org. All bid submissions must be returned in English.

16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Qualification package in response to this IFB must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
    a. The affiant has registered with and is authorized to use the federal work authorization program;

b. The user identification number and date of authorization for the affiant;
c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Dawson County and shall deliver a completed Subcontractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.

C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

17. GRATUITIES

Dawson County acknowledges that it may be customary to provide gifts to employees or departments. However, it shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a Conflict between their private interests and their public duties.

It shall be unethical for any person to offer, give, or agree to give any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept from any vendor or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval, or recommendation concerning a solicitation.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

Dawson County Purchasing Department is soliciting sealed bids from licensed, qualified providers with demonstrated competence and experience to provide all labor and materials required to a road realignment of Thompson Creek Park Road to allow for a Georgia Department of Transportation Standards (GDOT) Round-About project at SR53 connection, in conforming with GDOTs, Rules and Regulations. Detailed specifications are detailed under this Section. The County does not guarantee a minimum or maximum value for this contract. GDOT will begin the Round-About project once the work within this RFP is complete. Time is of essence; therefore, the Contractor shall strictly adhere to the timeframe stated within the contract period section below.

B. CONTRACT PERIOD

The initial term of a contract awarded as a result of this Invitation for Bid shall be from date of award through acceptance of the project from the County. The project shall be completed within five-calendar-months (5 calendar-months) period of the receipt of the Notice to Proceed.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

Dawson County will not incur any costs as a result of preparation of a response for this IFB.

C. BACKGROUND

On June 20, 2019, the Board of Commissioners approved a 240-unit apartment development and associated amenities to be located near the corner of Dawson Forest Road and Highway 53.

A GDOT round-about project will be constructed to allow flow of traffic from Dawson Forest Road, Highway 53 and Thompson Creek Park Road. Prior to this construction, Thompson Creek Park Road will need to be realigned to allow for better flow of traffic in and out of the round-about.

All drawings for this project were designed by Ensite Civil Consulting, LLC. The plans were completed using all applicable Federal, State and Local codes, GDOT, Etowah Water & Sewer Authority Construction standards and specifications, latest editions.

D. VENDOR REQUIREMENTS

Contractors must be qualified to perform the scope of work listed below. Qualifications include at a minimum of five (5) years' experience in bridge rehabilitation as specified in the options listed.

Contractor shall provide a minimum of a two (2) year warranty on all work (labor) completed.

E. SCOPE OF WORK

Contractor Responsibilities:

Complete all scope of work as directed with the drawings/plans for this project beginning on page 111 of this document. Thompson Creek Park Road shall remain open at all times.

This includes but, not limited to:

a. Traffic Control

b. Surveying
c. Clearing and Grubbing
d. Erosion Control
e. Inspections
f. Grading and Excavating
g. Storm Sewer
h. De-Watering
i. Curb and Gutter
j. Concrete Work
k. Asphalt Paving
l. Landscaping

County Responsibilities:
Haul off of excess or contaminated material. Provide required fill material. Provide all required rock including rip rap, GAB, or other construction related stone.

Scheduling and Delivery
The Contractor must provide the crew manned by the number necessary to complete the task.

Management Agent/Employees
The Vendor shall assign a main point of contact that will be responsible for the project.

Each employee working on the project must be clearly identifiable with a company uniform and badge/work identification card.

Warranty
The labor and materials for this project are to be warrantied for minimum of a two (2) year period.

Completing the Vendor's Price Proposal Form
1. Vendors must provide pricing on the **Vendor's Price Proposal Form** included in this document.
2. If a vendor does not wish to bid a certain item the response of "**No Bid**" is appropriate. This does not disqualify vendors. Dawson County will look at the totality of each proposal.
3. Where errors or omissions result in discrepancies in bid totals, prices per unit as submitted will be binding.
4. Time is of the essence and is an essential element of this IFB.

Payment
1. Upon inspection and acceptance of all goods, amount due shall be eligible for payment.

2. Vendor must furnish delivery receipt with invoice identifying that order has been delivered in accordance with specifications, quantities, and price set forth on the original order. A Dawson County employee's signature must appear on the delivery receipt or invoice.
3. Dawson County is tax exempt. A Tax Exemption certificate will be provided upon award.
4. Dawson County cannot exempt others from taxes. Vendor must pay taxes as applicable by law.
5. Dawson County reserves the right to deduct from payment any monies owed to Dawson County by the vendor.
6. Itemized all invoices in full. Show payment terms, reference Purchase Orders (if applicable).
7. Inspection and Acceptance of Deliveries: The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality subject to an adjustment in price be determined by the department.
8. Upon inspection and acceptance of all items, amount due shall be eligible for payment. Bids that require a down payment or mid-payment are not acceptable.
9. Final payment will be based upon actual in-place products and upon acceptance by the County.
10. Dawson County pays on a NET/30 term based on date *correct* invoice received by our Accounts Payable Department. All invoices should be sent to:

Dawson County Board of Commissioners
ATTN: Accounts Payable
25 Justice Way, Suite 2220
Dawsonville, GA 30534
cmcmillon@dawsoncounty.org

11. Proof of Licensing: Contractor shall submit proof of professional license, insurance and business license at time of submittal as it relates to the Scope of Work defined herein. The business license will be the current license your business operates, if you are out of county, this will not be a Dawson County business license.

12. The successful vendor must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Manager at time of proposal. If awarded to an out-of-county vendor, that vendor must register their business license with the Dawson

County Planning and Development Department within 10 days of award. Fees may apply and are not a part of this agreement. *Note: Only the successful vendor needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is not a registration fee.*

C. ADMINISTRATION

The contract will be administered by the Purchasing Manager with the Dawson County Public Works Director or designee being the main point of contact for all questions during the term of the contract.

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this IFB should check the website before responding to this IFB.
2. All respondents to this IFB shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this IFB. The issuance of this IFB constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this IFB. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this IFB is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this IFB or otherwise.
3. The IFB is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this IFB in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this IFB package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
6. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
7. By submitting a qualification package, the vendor is certifying that they are not

currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contacts by any agency of the State of Georgia.

8. Any contract resulting from this IFB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Vendor shall comply with applicable federal, state, and local laws and regulations.
9. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent.

E. BONDS

Bid Bond – 5%
Payment Bond – 100%
Performance Bond – 100%

F. DETERMINATION OF SUCCESSFUL BIDDER

The contract will be awarded to the lowest responsive, responsible Bidder, if awarded.

a. Responsibility

The determination of the Bidder's responsibility will be made by the County based on whether the Bidder:

- maintains a permanent place of business.
- has the appropriate technical experience, where applicable.
- has adequate plant and equipment to do the work properly and expeditiously and has suitable financial means to meet oblications incidental to this work, where applicable.

The Bidder shall furnish, to the County, all such information and data for this purpose as the County may request.

b. Responsiveness

The determination of responsiveness will e made by the County based on a consideration of whether the Bidder has submitted a complete proposal form without irregularities, excisions, special conditions, or alternative bids for any time unless specifically requested on the proposal form.

G. FINAL SELECTION

Following review of all qualified offers, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the contract process.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals. It is the intent of the County to award all services to one (1) Contractor.

Every vendor submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90.** The forms are provided with this IFB package.

SECTION III – GENERAL TERMS

INDEX

01. Definitions
02. Royalties and Patents
03. Permits and Regulations
04. Verbal Agreements
05. Lands for Work
06. General Warranty and Guarantee
07. Bonds
08. Contractor's Insurance
09. Liens
10. Assignment
11. Joint Venture Contractor
12. Successor's Obligations
13. Business License
14. Obligations and Liability of the Contractor
15. Responsibilities of the Contractor
16. Compliance with Laws
17. Plans, Specifications and Design
18. Drawings Furnished
19. Ownership of Drawings
20. Reference Standards
21. Division of Specifications and Drawings
22. Order of Completion
23. Materials, Appliances & Employees Name
24. Survey Information
25. Project Completion
26. Inspection and Testing of Materials
27. Substantial Completion
28. Rights of Various Interests
29. Separate Contracts
30. Subcontractors
31. Access
32. Construction Schedule and Procedures
33. Project Management
34. Entry
35. Preservation and Restoration
36. Completion of "Punch List" Items
37. Authority of Contractor

38. Authority of Engineer/Architect/Architect
39. Owner-Contractor Coordination
40. Interpretation of Specifications & Drawings
41. Discrepancies in Specifications & Drawings
42. Material, Equipment and Workmanship
43. Compliance With Contract Requirements
44. Project Meetings
45. Overtime and Shift Work
46. Construction Schedule
47. Quality
48. Material and Equipment Specified By
49. Submittal Procedure
50. Requests For Substitution
51. Manufacturer's Directions
52. Product Data
53. Operation and Maintenance Information
54. Record Drawings
55. Protection of the Public and Property
56. Protection of the Owner's Property
57. Maintenance of Traffic
58. Lot Corners
59. Existing Utilities
60. Equal Employment Opportunity
61. Material Delivery, Handling and Storage
62. Maintenance During Construction
63. Emergencies
64. Compensation
65. Safety and Health Regulations
66. Accidents
67. Load Limits
68. Sanitary Provisions
69. Construction Buildings
70. Cleaning Up
71. Electrical Energy
72. Water Supply
73. Environmental Impact
74. Progress Payments
75. Measurement and Payment
76. Use of Completed Portions
77. Beneficial Use
78. Payments Withheld
79. Contract Time
80. Omissions
81. Differing Site Conditions
82. Changes in Work
83. Force Account and Extra Work
84. Claims for Extra Cost
85. Correction of Work Before Final Payment
86. Liquidated Damages
87. Suspension or Abandonment of Work
88. Termination of Contract
89. Contractor's Right to Stop Work
90. Disputes Resolution
91. Removal of Equipment
92. Laws of Georgia
93. Quantity Variance Reserve
94. Discrepancies between General Conditions
95. Salvaged Material & Equipment And Technical Specifications

01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance

Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God

A cataclysmic phenomenon of nature, such as a hurricane, earthquake, or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification or corrections.

Bid

Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

Contract

The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents

The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

Contract Drawings

The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which have been prepared and

reviewed by the Engineer/Architect/Architect and are referred to in the Contract Documents.

Contract Price
Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time
Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor
The individual, partnership, corporation, or combination thereof, including joint ventures that enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment
Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work. The Owner will make available to the Contractor, for his plant, equipment and storage, only the area indicated on the Site Plan within the limits of the work. The Contractor shall confine his operations to his allotted areas to avoid interference with the Building's normal and continued operation. The Contractor's and subcontractor's personnel shall not be permitted to park their cars on Owner's property except in the area designated for construction. The General Contractor shall see that this restriction is enforced.

Contract Technical Representative
The day-to-day County Representative designated by the Owner.

County
Owner.

Day
Calendar day.

Defective
An adjective which when modifying the word “work” refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient or performed in a non-workmanlike manner, in that it does not conform to or meet the requirements of the contract, any inspection, reference standard, test or approval referred to in the contract, or has been damaged prior to a recommendation of final payment.

Direct
Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive
Written documentation of the actions of the Engineer/Architect/Architect or the Owner in directing the Contractor.

Engineer/Architect
Whenever the word "Engineer/Architect" and/or "Architect" is used in the contract, it shall be understood as referring to the Engineer/Architect/Architect of the Owner, or such other Engineer/Architect/Architect, supervisor, or inspector as may be authorized by the Owner to act in any particular area of the contract or an employee of the Owner.

Equipment
Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Furnish
To deliver to the job site or other specified location any item, equipment, or material.

Herein
Refers to information presented in the project manual.

Holidays
Legal holidays designated by the Owner.

Install
Placing, erecting, or constructing complete in place any item, equipment, or material.

May
Refers to permissive actions.

Owner
Commissioner of Roads and Revenue Dawson County, Dawson County Board of Commissioners, Dawsonville, Georgia.

Person
The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project
The undertaking to be performed under the provisions of the contract.

Project Manual
Those contract documents prepared for bidding and as amended by addenda.

Provide
Furnish and install, complete in place.

Punch List
List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Engineer/Architect when the Contractor (1) notifies the Engineer/Architect in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

Shall
Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Shown
Refers to information presented on the drawings, with or without reference to the drawings.

Specifications
That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship. Titles of sections and paragraphs in these contract documents are introduced merely for convenience and shall not be taken as a complete segregation of the various unites of materials and labor.

Specify
Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals
The information which is specified for submission to the Owner in accordance with this document.

Substantial Completion
Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date
Date shown on the certificate of Substantial Completion.

Will

Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Work
The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

02 - Royalties and Patents
The Contractor shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the Contractor pursuant to the manufacturer's specifications**.**

03 - Permits and Regulations
The Contractor shall obtain and pay for all construction permits, licenses, and easements of a temporary nature necessary for the prosecution of the work. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The Contractor shall pay all charges of utility owners for connections to the work, and Owner shall pay all charges of such utility owners for capital costs related thereto. (See the table of "Required Permits" located in the "Project Technical Specifications- Special Conditions")

The Contractor shall comply with all County, State, and Federal laws, statutes, ordinances, rules and regulations applicable to furnishing and performance of the work.

04 - Verbal Agreements
No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

05 – Lands of Work
The Owner shall provide, as indicated on the drawings and not later than the date when needed by the Contractor, the Lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawing for the use of the Contractor. Any delay in the furnishing of these Lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract Price and time of completion.

The Contractor shall provide at his own expense and without liability to the owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials.

06 - General Warranty and Guarantee Against Defective Work

The Contractor shall warrant and guarantee the work (and materials) required under this Contract for a minimum of two (2) years from the date of Final Acceptance. The Contractor warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Engineer/Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

07 - Bonds

The Contractor shall furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100% of the contract price. The bonds required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed Affidavit on the form provided herewith.

Out of state contractors shall post a bond with the State Tax Commissioner for each tax year during construction of the project to guarantee payment of taxes on the work of this Contract.

08 - Contractor's Insurance

A. Liability

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance indicating that the successful proper has obtain such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that

the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal. cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer/Architect, Engineer/Architect's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:**

a) general liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;

b) automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and

c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts.

09 – Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee**.**

10 - Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Contractor. Assigning or sub-letting the Contract shall not relieve the Contractor or his surety from any Contract obligations**.**

11 - Joint Venture Contractor

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Engineer/Architect to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Engineer/Architect under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Contractor.

12 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to an imposed upon, the Contractor and the Owner and their respective heir, executors, administrations, successors and assigns**.**

13 - Business License

Contractors and subcontractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

14 - Obligations and Liability of the Contractor

The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore.

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents,

and the directions of the Engineer/Architect as given from time to time during the progress of the work, under the terms of this contract.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials**.**

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees**.**

The Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents**.**

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, Engineer/Architects employed by the Engineer/Architect, representatives of the Engineer/Architect or the Engineer/Architect either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the contract documents or for any neglect to fulfill requirements of the contract. No requirement of this contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions of the contract for changes in the work.

15 – Responsibilities of the Contractor

A. Subcontractors, Manufacturers, and Suppliers
The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of subcontractors, manufacturers, suppliers and their employees.

B. Contractor's Employees
The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

C. Payment for Labor and Materials
The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work
The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

E. Employee Safety
The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses**.**

G. Cooperation with the Construction Inspector

The Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.

16 - Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer/Architect and Owner in writing.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

17 - Plans, Specifications, and Design

The Owner shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents. Plans and specifications which represent the work to be done shall be furnished prior to the time of entering into the Contract. The Owner may, during the life of the Contract, and in accordance with Paragraph 82, issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work.

18 - Drawings Furnished

Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor, free of charge, up to 1 hard copy and 1 electronic copy of the drawings and specifications necessary for the execution of the work.

19 - Ownership of Drawings

All drawings, specifications and copies thereof furnished by the Owner shall not be reused on other work, and with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

20 - Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

21 – Division of Specifications and Drawings

Specifications and drawings are divided into groups for the convenience of the Owner. These divisions are not for the purpose of apportioning work or responsibility for work among subcontractors, suppliers, and manufacturers**.**

22 - Order of Completion

Before starting work and within ten (10) days of issuance of the Notice of Award with the work, the Contractor shall submit to the Engineer/Architect a schedule which shall show the order in which the Contractor proposes to carry on the work, indicating the starting and completion dates and locations of the various stages of the work. The schedule shall be in a bar graph form suitable for periodic updating to show actual work completed.

Monthly progress reports shall be delivered with the pay estimate to the Engineer/Architect showing the progress of the past months construction in relation to the approved work schedule.

No payments will be made to the Contractor until the construction schedule has been submitted by the Contractor and approved by the Engineer/Architect**.**

If the progress report does not agree with the approved work schedule, the Contractor shall deliver in writing an explanation with the report. Upon request from the Engineer/Architect, the Contractor shall submit a revised schedule for approval**.**

23 - Materials, Appliances & Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials in accordance with section 49 below.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of work, tools, equipment and supervision appear to the Engineer/Architect to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer/Architect may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment, as the case

may be, and the Contractor shall conform to such order; but the failure of the Engineer/Architect to demand such increase of efficiency, number, or improvements shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

24 - Survey Information

The Owner will establish reference bench marks and base line identified on the drawings. From the information provided, the Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil Engineer/Architect. Contractor shall reestablish reference bench marks and survey control monuments destroyed by his operations at no cost to the Owner.

25 - Project Completion

If the specifications, the Engineer/Architect's or Owner's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer/Architect notice of its readiness for inspection. Such notice shall be a minimum of two (2) working days. Inspections by the Owner shall be promptly made and where practicable at the source of supply.

An inspection will be made by the Engineer/Architect and a determination will be made as to whether or not the work is in fact complete. Acceptance will not be given nor final payment released until all "punch list" items are complete and as-built drawings have been approved. "Punch list" shall not be considered all inclusive and therefore; each requested final inspection may generate additional "punch list" items as the Contractor is responsible for completion of all work described in the contract documents.

26 - Inspection and Testing of Materials

Before acceptance of the whole or any part of the work, it shall be subject to tests to determine that the accomplished work is in accordance with the plans and/or specifications. The Contractor shall be required to maintain all work in a first-class condition for a 30-day operating period after the same has been completed as a whole and the Engineer/Architect has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not be due or payble to the Contractor until after the 30-day operating period has expired.

For all projects involving professionally designed structures falling under the "Special Inspections" requirements of the Georgia State Minimum Standard Building Code (2006 or most recent edition International Building Code) the County shall be responsible for and pay for all required "special testing" unless otherwise specified herein.

The Contractor shall be responsible for and pay for all testing in accordance with the project plans and specifications.

Tests for infiltration, line and grade of sewer, hydrostatic and leakage tests on force mains shall be made by the Contractor in the presence of the Engineer/Architect. No portion of the work will be accepted for partial or final payment until tests prove it has been satisfactorily completed. All such tests shall be documented, signed by the person conducting the tests and reviewed by the Engineer/Architect and approved by the Owner prior to payment.

27 - Substantial Completion

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the Engineer/Architect and the Owner and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

28 - Rights of Various Interests

Wherever work, being done by the Owner's forces or by other Contractors, is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

29 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

30 - Subcontractors

The Contractor shall notify the Engineer/Architect and Owner in writing of the names and addresses of all proposed Subcontractors for the work at the Preconstruction Meeting. Subcontractors will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the contract. References in the contract documents to actions required of subcontractors, manufacturers, suppliers, or any person, other than the Contractor, the Owner, the Engineer/Architect or the Construction Inspector, shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

A subcontractor for any part of the work must have experience on similar work and, if required, furnish the owner with a list of projects and the Owners or Engineer/Architects who are familiar with their competence.

31 - Access

The Contractor shall maintain access to the property owners adjacent to the Project covered by the Contract.

32 - Construction Schedule and Procedures

The Contractor shall submit and continually update a time schedule for the work and a sequence of operations.

Before starting any work, and from time to time during its progress, as the Engineer/ Architect may request, the Contractor shall outline to the Engineer/Architect the methods he plans to use in doing the work, and the various steps he intends to take. Failure of the Engineer/Architect to reject the methods or steps proposed by the Contractor shall not relieve the Contractor of his responsibility for the correct and timely performance of the work.

33 - Project Management

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract. Before ordering materials or doing work which is dependent upon coordination with site conditions, the Contractor shall verify all dimensions, elevations, grades, and utilities at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect for decision before any work affected thereby is begun.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

34 - Entry

The right of access to the work wherever it is in preparation or progress shall be extended to the Owner and representatives of appropriate regulatory agencies. The Contractor shall provide facilities for such access and inspection.

35 - Preservation and Restoration

The Contractor shall use every precaution to prevent damage or destruction of buildings, poles and shrubbery. The Contractor shall provide an approved consultant whose responsibilities shall be to provide direct supervision of all removal and relocation of all shrubbery, hedges, plants and bushes shown to be relocated and plants not shown for relocation but requiring relocation due to the lay out of the sidewalk. He shall protect and carefully preserve from disturbance and damage all survey land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and such monuments and markers shall be properly and accurately restored at no cost to the Owner.

When direct or indirect damage or injury is done to public or private property by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to

that existing before the damage was done, by repairing or otherwise restoring, or he shall make good such damage in an acceptable manner. All restoration by the Contractor shall be accomplished as soon as construction in the disturbed area is complete.

Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Contractors (if any) or to the Owner.

Prior to commencing work on private property, the Contractor shall contact the Owner and/or occupant two (2) days in advance of the time work will commence.

The Contractor shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work; and every day as the work is on-going he shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery and surplus materials; and shall leave the site clean. Any variations from this must be obtained in writing by the Owner. Trash burning on site will not be permitted. Prior to approval of a request for partial payment, the Contractor shall clean-up the work areas where construction has been performed during the period for which payment is requested.

When the work involves the laying of utility lines across grassed areas, streets, sidewalks and other paved areas; it shall be the responsibility of the Contractor to restore such areas to their original sound condition using construction techniques and materials which are the same as existing. In the case of planted areas, Contractor shall maintain the restoration work until positive growth has evidenced.

In a case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost to the Contractor.

36 - Completion of "Punch List" Items

Prior to completion of the project, the Contractor shall request an inspection and any deficiencies found at that time will be noted on a "Punch List". The development of a "Punch List" shall not delay or terminate the accumulation or assessment of liquidated damages as established in Section 86 below.

37 - Authority of Contractor

Contractor's Representative

The Contractor shall notify the Engineer/Architect and Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this contract. This person shall have authority to carry out the provisions of the contract and to supply materials, equipment, tools and labor without delay for the performance of the work.

Construction Procedures

The Contractor shall supervise and direct the work. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for the construction of that item of work.

38 - Authority of Engineer/Architect

Engineer/Architect will be the initial interpreter of the requirements of the Contract Documents and shall review the work for acceptability of the work thereunder. Neither the Engineer/Architect's authority or responsibility under the Contract Documents nor any decision made by Engineer/Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Engineer/Architect shall give rise to any duty owed by Engineer/Architect to Contractor, any Subcontractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

39 - Owner-Contractor Coordination

Service of Notice

Notice, order, direction, request or other communication given by the Engineer/Architect or Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his office, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor two days after the day of mailing**.** All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the County Technical Representative.

Suggestions to Contractor

Plan or method of work suggested by the Engineer/Architect or Owner to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor**.**

The Engineer/Architect and Owner assume no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.

Cooperation

The Contractor agrees to permit entry to the site of the work by the Owner or other contractors performing work on behalf of the Owner. The Contractor shall afford the Owner, other subcontractors and their employees, reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Contractor shall promptly make good any injury or damage that may be sustained by other contractors or employees of

the Owner at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the works of the Owner with regard to their work, shall be submitted to the Engineer/Architect for his review of the matter. If the work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit for the Engineer/Architect's consideration, a documented request for a change order.

40 – Interpretation of Specifications and Drawings

General

The specifications and drawings are intended to be explanatory of each other. Work specified on the drawings and not in the specifications, or vice versa, shall be executed as if specified in both.

Request for Clarification

In the event the work to be done or matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer/Architect for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the contract. In the event of doubt or question arising respecting the true meaning of the specifications or drawings, reference shall be made to the Engineer/Architect for his decision**.**

41 - Discrepancies in Specifications and Drawings

Errors and Omissions

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field of work, he shall immediately inform the Engineer/Architect and Owner in writing. The Engineer/Architect shall promptly review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the Contractor accordingly.

If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Engineer/Architect shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized, in writing, by the Engineer/Architect.

Conflicting Provisions

In cases of conflict between the specifications and drawings, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two

or more locations on the drawings and in the specifications, the Contractor shall request a clarification from the Engineer/Architect. For any event where the Contractor claims any ambiguities or discrepancies within the specifications, the Contractor may assume that the higher, greater and most stringent specification or standard applies.

42 - Material, Equipment and Workmanship

Unless otherwise specifically stated in the contract documents, the Contractor shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new, free of defects and of the quality specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. Construction work shall be executed in conformity with the standard practice of the trade.

43 – Demonstration of Compliance with Contract Requirements

Inspection

To demonstrate his compliance with the contract requirements, the Contractor shall assist the
Engineer/Architect and Owner in the performance of inspection
work.

The Contractor shall grant the Engineer/Architect access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The Contractor shall provide information requested by the Engineer/Architect in connection with inspection work.

If the contract documents, laws, ordinances, or any public regulatory authority require parts of the work to be specially inspected, tested or approved, the Contractor shall give the Engineer/Architect adequate prior written notice of the availability of the subject work for examination.

If parts of the work are covered in contravention of the Engineer/Architect's directive, the cost of exposing the work for inspection and closing shall be borne by the Contractor regardless of whether or not the work is found to be in compliance with the contract**.**

If any work is covered in the absence of the Engineer/Architect's directive to the contrary, the Contractor shall, if directed by the Engineer/Architect, uncover, expose or otherwise make available for inspection, portions of covered work.

If it is found that such work is defective, the Contractor shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the Contractor will be allowed an increase in the contract price, or an extension in the contract time, or both via a change order. The Owner reserves the right to require additional documentation from the Contractor as necessary to determine compliance with the Contract Documents.

Certification

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Engineer/Architect shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

Inspection at Point of Manufacturing

If inspection and testing of materials or equipment in the vicinity of the work by the Owner is not practical, the specifications may require that such inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the Owner, the required travel, subsistence, and labor expenses shall be paid by the Owner. If the Contractor request the Owner to inspect and test material or equipment at the point of manufacture, then the additional costs to the Owner for travel, subsistence, and labor expenses shall be paid by the Contractor**.**

44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Engineer/Architect throughout the construction period. Meetings will normally be held monthly. Contractor's representatives shall attend. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

45 - Overtime and Shift Work

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the Owner's costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays and weekends, and between the hours of 6:00 p.m. and 7:00 a.m. on weekdays. Costs of overtime inspection will cover Engineer/Architecting, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor**.**

46 - Construction Schedule

Scope

This section specifies reports and schedules for planning and monitoring the progress of the work**.**

The construction schedule shall reflect the Contract Time stated in the Invitation for Bid.

Description

The Contractor shall provide a graphic construction schedule (bar chart) indicating various subdivisions of the work with a reasonable breakdown for each task to include the days in duration and the dates of commencing and finishing each task.

Submittal Procedures

Within ten (10) days after Notice of Award of the Bid, the Contractor shall submit to the Engineer/Architect a Job Progress Chart in triplicate indicating graphically the estimated date of starting and the length of time required to complete the various items of work to be done under this contract, together with the amount of money involved in each item. The complete schedule shall include everything required in the execution of the contract and the total figure shall equal the contract price. The schedule shall show the anticipated payments for each month. Up-to-date schedules shall be submitted each month.

Within fourteen (14) calendar days after receipt of the submittal, the Engineer/Architect shall review the submitted schedule and return two copies with comments to the Contractor. If the Engineer/Architect finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor.

Schedule Revisions

Revisions to the accepted construction schedule may be made only with the written approval of the Contractor and Owner. A change affecting the contract value of any activity, the completion time and sequencing shall be made in accordance with applicable provisions of Number 82, Change in Work.

Project Status Update

Project status, review and update shall be provided with each pay request and at least monthly as specified in Number 79, Contract Time.

47 - Quality

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part.

48 - Material and Equipment Specified By Name

Although the plans and specifications may make reference to particular manufacturers and model numbers for various products, such reference is made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names which are different from those mentioned in the Contract Documents, applicable for the approval of the use of the specified materials or the specified items of equipment as manufactured by firms other than those named in the Contract Documents must

reach the hands of the Purchasing Manager by the date established for the questions and answers period for this IFB. The burden of proving equivalent of a proposed substitute to an item designated by trade name or by manufacturer's name in the Contract Documents rests on the party submitting the request for approval**.** The Contractor warrants that if substitutions are found to have no exceptions, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

The written application for approval of a proposed substitute must be accompanied by technical data which the party requesting approval desires to submit in support of his application. The Engineer/Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, or any other written information that is reasonable in the circumstances.

The application to the Purchasing Manager for approval of a proposed substitute must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the Contract Documents. The degree of proof required for approval of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the Engineer/Architect beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the Contract Documents.

If submittal is approved by the Engineer/Architect, an addendum will be issued to all prospective bidders by the date established as the questions and answers period for this IFB.
Unless requests for changes are received an approvals are published by addendum in accordance with the above procedure, the successful bidder shall be held responsible for furnishing items and materials of the trade names or manufacturer’s names called for in the specifications. The Engineer/Architect shall be the final judge on questions of equivalence.

49 – Submittal Procedure

General

The Contractor shall submit descriptive information which will enable the Engineer/Architect to determine whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications.

Contractor's Responsibilities

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of material or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

The Contractor shall insure that there is no conflict with other submittals and shall notify the Engineer/Architect in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer/Architect with regard to a submittal. These dealings shall be limited to contract interpretations.

Transmittal Procedure

General

Before each submittal, the Contractor shall have determined and verified all field measurements, quantities, dimensions, specified performance criteria, installations requirements, materials, catalog numbers and similar information with respect thereto; all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the work; and all information relative to the Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers and specification section and paragraph.

Each submittal will bear a stamp or specific written indication that the Contractor's obligations under the Contract documents with respect to the Contractor's review and approval of that submittal.

Deviation from the Contract

If the Contractor proposes to provide material, equipment, or method of work which deviates from the project manual, the Contractor shall give the Engineer/Architect specific written notice of such deviations or variations that the submittal may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, the Contractor shall cause a specific notation to be made on each shop drawing and sample submitted to the Engineer/Architect.

Submittal Completeness

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

Review Procedure

Review shall not extend to means, methods, techniques, sequences, or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes, or to safety precautions, or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

The Contractor shall submit six copies of all specified information. Unless otherwise specified, within 30 calendar days after receipt of the submittal, the Engineer/Architect shall review the submittal and return one copy of the submittal with comments. The returned submittal shall indicate one of the following actions:

1. If the review indicates conformance with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work or incorporate the material or equipment covered by the submittal.

2. If the review indicates limited corrections are required, submittal copies will be marked "MAKE CORRECTIONS NOTED".

   The Contractor may begin implementing the work or incorporate the materials or equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in Operations and Maintenance (O&M) data, a corrected copy shall be provided**.**

3. If the review indicates that the submittal is insufficient or contains incorrect data, submittal copies will be marked "AMEND AND RESUBMIT". Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".

4. If the review indicates that the submittal does not comply with the plans and specifications, submittal copies will be marked "REJECTED - SEE REMARKS". Submittals with deviations which have not been clearly identified will be rejected. Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

Effect of Review of Contractor's Submittals

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposed to provide, shall not relieve the Contractor of his responsibility for errors and omissions therein and shall not be regarded as an assumption of risks or liability by the Owner or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, or the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Engineer/Architect has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

50 - Requests for Substitution

The Engineer/Architect and Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the Purchasing Agent and shall include sufficient data to enable the Engineer/Architect to assess the acceptability of the material or equipment for the particular application and requirements**.**

51 - Manufacturer's Directions

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material and equipment.

52 - Product Data

Data required by the Engineer/Architect or Owner for inspecting, testing, operating or maintaining parts of the work shall be provided by the Contractor.

Unless otherwise specified, such information shall consist of six (6) copies and shall be provided at the time the referenced material or equipment is delivered to the job site. The data shall include such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. When applicable, information and data to be provided shall be identified by the specified equipment number. Extraneous material on the pages or drawings provided shall be crossed out, and the equipment or material to be supplied shall be clearly marked. Such information is to be provided as part of the work under this contract and its acceptability determined under normal material submittal procedures. The certificate of substantial completion shall not be issued for any portion of the work for which complete product data has not been submitted and approved.

53 - Operation and Maintenance Information

Six (6) complete sets of operation and maintenance information shall be provided for all mechanical and electrical equipment. Such operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the nearest supplier of the manufacturer's equipment and parts. In addition, the following items of information shall be provided where applicable:

Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.

Control Diagrams: Diagrams shall show internal and connection wiring.

Start-up Procedures: These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.

Operating Procedures: These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.

Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

Overhaul Instructions: These instructions consist of the manufacturer's directions for the disassembly, repair and reassembly of the equipment and any safety precautions that must be observed while performing the work.

Parts List: This list consists of the generic title and identification number of each component part of the equipment**.**

Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts which should be stored by the Owner and any special storage precautions which may be required**.**

Original warranties as required by the contract documents and as supplied by the manufacturer**.**

54 - Record Drawings

Record drawings refer to those documents maintained and annotated by the Contractor during construction and are defined as (1) a neatly and legibly marked set of contract drawings showing the final location and elevations, as appropriate and referenced to the bench marks shown on the plans, for all piping, manholes, equipment, electrical conduits, outlet boxes, cables and electrical wiring diagrams; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; (3) Contractor layout and installation drawings; and (4) general and specific notes and detailed, dimensioned sketches regarding interferences, high water tables, poor soil conditions, relocation of existing utilities or other information pertaining to unusual or unexpected construction techniques, installations or conditions.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall be subject to periodic review by the Engineer/Architect. Record documents shall not be used for construction purposes and shall be available for review by the Engineer/Architect during normal working hours at the job site. Prior to final inspection, all record drawings shall be submitted to the Engineer/Architect.

All utilities installed under this contract shall be shown on the drawings and located by sequential stations. Record drawings shall commence with the same station as the construction drawings. The following items shall be stationed on all utility record drawings: piping, valves, fittings, service lateral connection to the main, manholes, points of tie-in, fire hydrants and post hydrants. Also, the centerline of each paved street of which the utility crosses shall be given a station.

Where sanitary sewers or sanitary sewer services have been stubbed out for future use, the invert elevation of the capped or plugged end shall be given to the nearest 0.1 feet.

The drawings shall be marked to show the relative location of utilities to surface improvements. (i.e. show utilities on correct side of curb, trees, other utilities, etc.)
Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Failure to maintain current record drawings shall be cause for delay of request for payment. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions - Red
Deletions - Green
Comments - Blue
Dimensions -
Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of underground utilities, cables, and appurtenances referenced to permanent surface improvements.

Record Drawing Disc(s): In addition to the "record drawings" a DXF Disc(s) (Export File from
Auto Cad) showing all "record drawings" shall be prepared and submitted.

The professional Engineer/Architect or Licensed Surveyor preparing the disc(s) shall certify to the County that "all information contained on the disk(s) is accurate and correct".

During progress of this work, the Contractor shall furnish and keep on file at all times a complete and separate set of black line prints on which shall be clearly, neatly and accurately noted promptly as work progresses all changes, revisions and addition to the work, and wherever work was installed otherwise than as shown on the contract drawings.

As the work progresses, record on one set of Drawings all changes and deviations from the Contract Drawings. Record also the exact final locations of sewer, water and gas lines by off-set distances to surface improvements, such as buildings or curbs. Upon completion, have these Drawings and records checked by the Architect and deliver them to the Authority for incorporation in the Tracings.

At completion of work, the Contractor shall furnish a second set of black line prints, which he shall mark up with as-built features exactly duplicating the original marked set. The Contractor shall then deliver both sets of marked prints to the Architect. Prints shall be furnished by the Contractor.

55 - Protection of the Public and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, fencing, flagmen and warning signs and take all necessary precautions for the protection of the public safety and/or as required by law. Such facilities shall be maintained throughout the life of this contract.

56 – Protection of the Owner's Property

The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent private and public property, as provided by Law and Contract Documents.

Before parking any heavy equipment on property of the Owner, the contractor must request and receive permission from the Owner.

57 - Maintenance of Traffic and Sequence of Operation

General - The following requirements will apply:

The work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic.

No property owner shall be denied vehicular access to his property for any length of time, other than that, as determined, by the Engineer/Architect, is absolutely necessary.

Two-way traffic must be maintained on all public roads and streets, except that during periods of off-peak use, one-way traffic, properly controlled by flagmen, will be permitted at the discretion of the Engineer/Architect. Each time that there is to be a change in the number of lanes open to traffic, this shall be reviewed by the Engineer/Architect and approved by the Owner.

The Owner may approve detours around construction when one lane traffic open is impossible**.**

Trenches shall be opened for only the amount of pipe that can be laid in one (1) calendar day plus 200 feet. Trenches shall be backfilled and compacted as soon as the pipe is laid. Where access to parking lots is to be denied, the Contractor shall advise each property owner one (1) calendar day in advance of the time the parking lot(s) will be inaccessible.

As a minimum, all signage, lane or street closings, and detours shall be accomplished in accordance with the current revision of the Federal Manual of Uniform Traffic Control Devices latest edition, and Supplements, for design, dimensions, materials, colors, use and placement; state and local laws, rules and regulations apply.

Materials Required

Portable Advance Warning Sign - These signs shall conform to the requirements of Manual on Uniform Traffic Control Devices latest edition, and the Supplements, for design, dimensions, materials, colors use and placement.

Fluorescent orange cap, vest and flag for flagmen. Fluorescent orange traffic cones, 24" high.

Placement and Erection

The advance warning signs shall be placed ahead of construction in accordance with the Construction Section of Manual on Uniform Traffic Control Devices, current edition.

Flagmen, equipped with fluorescent orange cap, vest and flag, will be provided by the Contractor and placed. Traffic cones shall delineate the full length of the lane closure, including transitions.

In order to provide the greatest possible convenience to the public, the Contractor shall

remove all lane closure markings and devices immediately when closure work is completed or temporarily suspended for any length of time.

Safety

The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction.

At the end of work each day, the Contractor shall remove all equipment, tools, and any other hazards in the traveled portion of the roadway.

When construction necessitates suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

Enforcement

In the event that compliance with these measures is not achieved, the Engineer/Architect or Owner may shut-down all operations being performed. The Engineer/Architect or Owner shall also withhold any payments due, until the above requirements have been met. At any time during the course of the work, the Engineer/Architect or Owner may at their discretion and by whatever means necessary, correct any situation that they may deem hazardous to the health and welfare of the public. Work, performed by the Engineer/Architect or Owner or by any entity enlisted by the Engineer/Architect or Owner, to correct situations of public hazard shall be deducted from monies due the Contractor.

Compensation

There will be no separate pay item for maintenance of traffic or for coordination of the Sequence of Operations.

58 - Lot Corners

In the course of the construction work, it may be necessary to disturb and remove the established lot or property corners of some of the properties. The Contractor shall be required to record all property corners and replace them after the construction is completed.

All lot or property corners removed as described above, or all lot or property corners destroyed by the Contractor's operations shall be replaced at the expense of the Contractor by a Land Surveyor registered in the State of Georgia. The Contractor shall provide certification from the Land Surveyor for all reset property corners.

59 – Existing Utilities

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement. The Contractor shall be responsible for the cost of repairs to any damaged underground facilities; even when such facilities are not shown on the plans. The Contractor shall contact all utility companies prior to beginning work and request an accurate location of

their respective utilities. "Existing Utility Facilities" shall mean any utility that exists on the project in its original, relocated or newly installed position.

In accordance with Ga. Code Title 25, Section 9, “Georgia Utility Facility Protection Act” (as amended) the Contractor shall call, by law, the Utility Location and Coordination Council in Atlanta at 1-800-282-7411 and shall request that all owners of utilities, including gas companies, electric companies, telephone companies, cable television companies and governmental units, prior to starting any excavation of the project locate and mark their respective facilities.

All Contractors’ operations shall be conducted as to interfere as little as possible with utility service. Any proposed interruption by the Contractor must be approved in advance by the respective utility's owner. The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete or accurate.

Water lines and gas lines and appurtenances and sewer lines uncovered by the Contractor shall be protected and kept in service by the Contractor and the Contractor shall notify the respective utility's owner that the line has been or will be uncovered. The Contractor shall use adequate braces and slings or other appropriate methods to keep the lines in service, and any repairs made necessary by his operation shall be made at the Contractor's expense. Extreme caution shall be exercised when equipment is being moved or work is being performed under and around existing utility facilities, especially gas.

The Contractor shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq. If any public or private utility lines, pipes, facilities, or structures are damaged or broken by the operations of the Contractor as a result of being disturbed, exposed or unsupported, the Contractor shall be responsible for the complete and prompt restoration of the same and shall indemnify and hold the Owner, its officers, employees and agents harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

<u>The Contractor is responsible for coordinating with the respective utility's owner any relocation, adjustment, holding or replacement of utility facilities</u>.

Power poles, telephone poles, gas lines, and other utility facilities to be relocated shall be moved by the responsible utility owner. The relocation, holding or replacement of any existing facilities shall be considered consequential to the work and any cost associated therewith shall be borne by the Contract and no expense shall accrue to the Owner.

The Contractor shall not disconnect, cut, cut into, or otherwise interrupt any existing utility service, electrical, water, gas, sewerage or any other work, pipe or conduit which connects to or serves the existing building installations or facilities from either maned or on-site sources except as follows:

The Contractor shall notify the Engineer/Architect and the local utility company in writing, with copy to the Owner, three (3) calendar days in advance of the necessity of

interruption of any utility service as defined hereinbefore. The notice shall state the date, the time of day and the estimated duration of the proposed interruption.

The Architect will coordinate the proposed interruption service with the Owner and notify the Contractor of approval or disapproval of the proposed interruption and the restrictive conditions connected therewith. The Contractor is solely responsible to coordinate with and notify the Local Utility Company. The Contractor shall not cause any interruption without the approval of the Owner or Utility.

60 - Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or their forms of compensation, and selection for training, including apprenticeship.

61 - Material Delivery, Handling, and Storage

The Contractor shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The Contractor shall thoroughly examine all material and equipment upon delivery and shall not accept delivery of defective or damaged material or equipment.

Nylon slings and chokers shall be used for lifting all material and equipment. Chains, cables, wire rope, or other such items that may cause change to factory applied coatings shall not be used for handling of material or equipment.

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the Contractor and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground.

All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment the Contractor shall submit, for the Engineer/Architect's review, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the Owner or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Engineer/Architect a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number. Payment shall not be made for "Stored Materials" for any material stored at locations or in any manner not suitable to the Owner.

62 - Maintenance During Construction

The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the Project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures 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 by the State of Georgia.

Upon completion of the work, the Contractor shall remove all construction signs and barricades before final acceptance of the project.

63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The Contractor shall supply the Engineer/Architect and the Owner with two (2) emergency phone numbers for contact 24 hours per day in the event of an emergency. After attempting contact with the Contractor via the emergency phone numbers, the Contractor cannot be reached or should he fail to respond, the Owner may remedy the situation by whatever means as may be necessary and deduct the cost for same from any monies due the Contractor.

64 - Compensation

Any compensation claimed by the Contractor due to emergency work shall be subject to review by the Engineer/Architect and approval of the Owner**.**

65 - Safety and Health Regulations

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards**.**

66 - Accidents

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor or any sub-contractor an account of any accident, the Contractor shall promptly report the facts to the Owner, giving full details in writing of the claim**.**

The Contractor shall provide his Superintendent and Foreman who are on the site of the work, the name of hospital and phone number and the name and phone number of the doctor he proposes to use in case of accident.

67 - Load Limits

The Contractor shall be governed by the local load limit requirements of the Georgia Standard Specifications on State, County or City maintained roadways. The Contractor shall be responsible for his damage to existing streets and roads.

68 – Sanitary Provisions

The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the Federal Occupational Safety and Health Administration. All facilities shall be removed at the completion of the Contract.

69 - Construction Buildings

Should the Contractor desire, he may erect structures for housing tools, machinery and supplies; structures will be permitted only at places approved by the Owner. Their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, and the site shall be restored to its original condition at the expense of the Contractor. Structures will not be permitted for the housing of men.

70 - Cleaning Up

The Contractor shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. Clean-up shall be concurrent with the work. Where complete restoration is not reasonable until testing or inspection is complete, the Contractor shall, at minimum, remove all debris and trash and perform grading such that the area is left neat and without depressions that may hold water. The sufficiency of temporary clean-up shall be at the discretion of the Engineer/Architect and the Owner.

71 - Electrical Energy

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this contract during its entire progress. The Contractor shall provide all temporary wiring, switches, connections and meters.

There shall be sufficient artificial light, by means of electricity, so that all work may be done in a workmanlike manner when there is not sufficient daylight.

The Contractor shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner. Where permanent electrical service is required, the Contractor shall request, in writing, an inspection of the electrical components of the work. Such request for inspection shall be given a minimum of 48 hours in advance. At such time as the electrical components of the work have been inspected and approved, the Contractor shall request from the Owner, in writing, an electrical service. Such request for electrical service shall be given a minimum of ten (10) days in advance.

72 - Water Supply

The Contractor shall provide all water required to successfully perform the work. All water provided by the Contractor which is not potable shall be clearly marked as such.

All water from fire hydrants, post hydrants, or otherwise from the existing distribution system under local control, shall be metered with a meter supplied by any local public body or authority responsible for the system and shall be obtained only with written authorization of the Owner. The Contractor shall remove all temporary water service and appurtenances prior to final acceptance by the Owner.

73 - Environmental Impact

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

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. In addition, operation of equipment and machinery shall be limited to daylight hours, with no Saturday or Sunday work, except with the permission of the Owner, based on critical need for the operation. The work shall be arranged, scheduled and organized in such a manner and method so as to cause the minimum of interference with the conduct of the adjacent City and County operation. No loud radios, use of drugs, or profanity on project sites. Workman shall be restricted from all buildings other than those in which work is being done. No unmuffled internal combustion engines, pneumatic devices nor pressure relief valves will be permitted.

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. Dust causing operations shall be controlled by sprinkling or aspiration.

Burning or refuse or rubbish on or near the site will not be permitted.

Traffic

Trucks carrying spoil, fill, concrete or other materials 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.

Siltation and Erosion

The Contractor shall perform his work to minimize siltation and erosion during construction. All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material leaves the construction site. Measures shall be taken promptly to eliminate siltation and erosion, including the installation of dams, detention basins, silt fencing, and other retaining devices. The Contractor shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

Use of Chemicals

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

74 - Progress Payments

The parties hereto expressly agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 et. seq., shall not apply to this Contract and is superseded by the terms and conditions of the Contract.

Not later than the fifth day of every month the Contractor shall prepare and submit a Request for Periodic Payment, along with an Affidavit of payment of claims, covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of values for such items together with such supporting evidence as may be required by the Engineer/Architect; however, the Owner reserves the right to request additional information from the Contractor.

This estimate may also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site or stored in an approved location and suitably protected but not as yet incorporated in the work. Under no circumstances shall any material or equipment, for which payment has been made by the owner to the Contractor, be sold, returned to the supplier or otherwise moved from storage except for incorporation into the work as covered in this contract without written authorization from the Owner. Payments shall be made for materials stored off- site only if said materials are stored in an independent bonded warehouse and if all costs of storage, insurance, loading and transfer for such materials is paid for by the Contractor. The Contractor shall submit to the Owner bills of lading and bonds with any request for such payment.

Not later than the 30th day after submitting an accepted, approved and correct estimate along with all required documentation (as per these contract documents) as detailed in the above paragraph, the Owner shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Owner, as long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner, the Owner shall retain 10% of the gross value of the completed work as indicated by the current approved estimate.

After the gross value of completed work becomes equal to 50% of the total Contract amount within a time period satisfactory to the Owner, then the Owner will continue to retain the 10% of the first 50% of the work but will not require any additional retainage; provided, however, that if work is unsatisfactory or falls behind schedule, retention may be resumed at the previous level after notification to the Contractor. Amounts unpaid at the end of the 30 days after the billing date shown on each invoice shall bear interest at the rate of one percent (1%) per month not to exceed three months (3%).

The Contractor shall also submit with each Request for Periodic Payment a progress report on a form approved by the Engineer/Architect at or before the pre-construction conference. Failure to submit a progress report shall be grounds for the Owner to withhold payment. To expedite the approval of requests for partial payment, the Contractor shall submit with his request the following information:

A copy of the Progress Schedule marked to indicate the work actually accomplished.

An itemized list of materials stored for which payment is being claimed. This list shall be accompanied by the suppliers' invoices indicating the materials costs. Payment for materials stored shall be subject to the same retainage provisions as for work completed.

An outline of time lost because of an event giving rise to a request for an extension of contract time.

The Owner has a right to hold a payment to a contractor who has not included an updated progress report with his pay request.

Retention of contractual payments and the creation of escrow accounts for contracts for the installation, improvement, maintenance or repair of water or sewer facilities shall be in accordance with the Georgia Retainage Law, Section 13-10-20, Article 2, as found in O.C.G.A.

Before final payment is due, the Contractor shall submit evidence satisfactory to the Engineer/Architect and Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

Special Payment Provision: For contractor where payment bonds have been waived, all Requests for Periodic payment forms submitted by the Contractor shall be accompanied by payment affidavits from each subcontractor/supplier for the services/materials claimed before payment will be released by the owner. Application for final payment shall also be accompanied by a lien waiver from each (sub)contractor/supplier who furnished labor or materials for the job.

Under this paragraph, failure to supply said documentation, any additional requested information, partial releases, waiver of liens, and evidence of payment of all current accounts will be considered grounds for withholding partial payments, and failure to supply a release and unconditional lien waivers for said Surety Bond for the entire job, on completion, will be grounds for withholding final payment.

75 - Measurement and Payment

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items of work specifically

listed in the proposal and the cost of other work must be included in the contract price for the applicable item to which it relates.

Within ten (10) days of issuance of the Notice of Award, on lump sum contracts, the Contractor shall provide, for review and approval, a schedule of values for the various subdivisions of the work.

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such case, the Engineer/Architect with the Owner's occurrence may issue documents of Substantial Completion for such portions of the work; but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, nor of any uncompleted portions, nor of any work not completed in accordance with the Contract Documents.

77 – Payments Withheld Prior to Final Acceptance

During the execution of the work certain portions of the work may be directly or indirectly placed in service. However, "beneficial use" shall not be claimed by the Contractor as a means to force acceptance or completion. It shall be the responsibility of the Contractor to request, in writing to the Owner, an inspection to determine acceptance on all or any portion of the work.

It shall be the responsibility of the Contractor to consider the amount of time any particular portion of this job may be used prior to Final Acceptance and bid the job accordingly.

78 - Payments Withheld Prior to Final Acceptance

The Owner may withhold or, an account of subsequently discovered evidence, nullify the whole or part of any certificate of payments to such extent as may be necessary to protect himself from loss on account of:

Defective work not remedied.

Claims filed or reasonable evidence indicating proposed public filling of claims by other parties against the Contractor.

Failure of the Contractor to make payments properly to Sub-contractors or for material or labor.

Damage to another Contactor.

When the above grounds are removed or the Contractor provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

Nothing in this paragraph shall negate, abridge or alter other grounds for withholding or delaying payment to the Contractor as stated in the contract.

79 - Contract Time

General

Time shall be of the essence of the contract. The Contractor shall promptly start the work after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified in Paragraph 46. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, where acceptable quality or efficiency will be affected by unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

Construction Schedule

The Contractor shall provide a construction schedule and reports as specified in Section 46 for scheduling and coordinating the work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the Contractor to comply with these requirements for submittal of the construction schedule and reports shall be cause for delay in review of progress payments by the Owner.

Construction Progress

The Contractor shall furnish such manpower, materials, facilities and equipment as may be necessary to insure the prosecution and completion of the work in accordance with the accepted schedule. If work falls fourteen (14) days or more behind the accepted construction schedule, the Contractor agrees that he will take some or all of the following actions to return the project to the accepted schedule. These actions may include the following:

Increase manpower in quantities and crafts.

Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing.

Reschedule activities.

If requested by the Engineer/Architect, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. The proposed revision shall be submitted to the Engineer/Architect in accordance with Paragraph 46. Upon receipt of an acceptable proposed schedule, the revision to the construction schedule shall be made in accordance with Paragraph 22. All actions to return the project to the acceptable schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the Owner which result from the Contractor's action to return the project to its accepted schedule. The Contractor agrees that the Owner shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Engineer/Architect in monitoring, reviewing and reporting project status and progress shall relieve the Contractor of responsibility for planning and managing construction work in conformance with the construction schedule.

Delays

When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the Contractor regards as unavoidable, he shall notify the Engineer/Architect in writing of the probability of the occurrence of such a delay, the extent of the delay and its possible cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay.

If this cannot be done, the Engineer/Architect shall determine how long the delay shall continue and to what extent the prosecution and complete of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Engineer/Architect at the time of their occurrence.

Avoidable delays in the prosecution of the work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his Sub-contractors. Avoidable delays include:

Delays which may in themselves be unavoidable but which affect only a portion of the work and do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the contract time.

Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole work within the contract time.

Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his Sub-contractors.

Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes and freight embargoes shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force for at least 5 hours per day toward completion current controlling items on the accepted construction schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with 75 percent of the normal labor and equipment force for a period of at least 5 hours per day, and the crew is dismissed as a result thereof, he will not be charged for the working day whether or not conditions change so that the major portion of the day could be considered suitable for work on the controlling item.

Extension of Time

In case the work is not completed in the time specified, including extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed liquidated damages, as specified in Section 86 below.

The Owner may grant an extension of time for avoidable delay if he deems it in his best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay the liquidated damages.

Unavoidable Delays: For delays which the Contractor considers to be unavoidable, he shall submit to the Engineer/Architect complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within thirty (30) calendar days of the occurrence which is claimed to be responsible for the unavoidable day.

The Engineer/Architect shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the work.

Upon concurrence with the Engineer/Architect, the Owner agrees to grant an extension of time to the extent that unavoidable delay affect controlling operations in the construction schedule. During such extension of time, neither extra compensation or Engineer/Architecting inspection and administration nor damages for delay will be charged by the Contractor to the Owner.

It is understood and agreed by the Contractor and Owner that time extensions due to unavoidable delays will be granted only if such unavoidable delay involve controlling operations which would prevent completion of the whole work within the specified contract time. It is understood and agreed by the Contractor and Owner that during such extension of time, no extra compensation shall be paid to the Contractor.

Damage for Delays: For the period of time that any portion of the work remains unfinished after the time fixed for completion in the contract documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages, specified in Section 86 below.

81 - Differing Site Conditions

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer/Architect in writing of (1) subsurface or latent physical conditions differing materially from those indicated in the contract or (2) unknown physical conditions at the site, of an unusual

nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The Contractor shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work which does not involve extra cost and is consistent with the purpose of the work. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

Modification of Quantities: The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or lesser than the quantities shown on the items, an amount equal to the difference in quantities at the unit price bid for the items will be added to or deducted from the Contract Sum.

When itemized quantities are not given in the Proposal, the work shown on the plans or specifications shall be considered by the Contractor to be included in his contract for the lump sum prices bid.

If the prices submitted by the Contractor pursuant to a Change Order cannot be agreed to mutually by the Owner, then the Contractor shall perform the Work, maintain accurate records reviewable by the Engineer/Architect and Owner, and the Engineer/Architect shall recommend to the Owner a reasonable cost plus overhead and profit pursuant to the Contract Documents. The combined reasonable overhead and profit shall not exceed fifteen percent (15%) in any case. Contractor shall maintain all records of the job for three (3) years after final payment and all other pending matters are closed.

83 - Force Account and Extra Work

If the Engineer/Architect orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

Reasonable allowance for overhead and profit combined to be included in the total cost to the Owner shall be based on the following schedule:

For the Contractor, for any work performed by the Contractor's own forces, an amount not to exceed fifteen percent (15%) of the cost.

For the Contractor, for any work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due the Subcontractor. The Owner will not recognize subcontractors of subcontractors. To facilitate checking of quotations for extras or credits, however, all proposals shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. The burden of proof of cost rests upon the Contractor. Where major cost items are subcontracts, they shall be itemized also. All changes require written approval prior to commencing work.

The term "Cost" shall cover all payroll charges for persons employed and supervision required under the specific Order, together with all workmen's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at the current Associated Equipment Distributors (AED) rate; and any other costs incurred by the Contractor as a direct result of executing the Order, if approved by the Engineer/Architect and the Owner.

Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered. The cost of the work shall be submitted to the Engineer/Architect along with the monthly pay request.

84 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involved extra cost under the Contract, he shall give the Engineer/Architect written notice thereof within twenty (20) calendar days after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made. Otherwise, it will be assumed that the instructions or changes incur no additional cost.

Extra work not included the Scope of Work but, authorized after the date of the contract cannot be classified as coming under any of the contract units may be done at mutually agreed upon unit price or on a lump sum basis, or under the provision of Section 83 above.

Extra costs that result from delays, which cause an interruption in the orderly progress of work, as described in Section 79 above, will be considered under the following conditions:

No claim will be considered for delays less than five (5) hours in duration.

No claim will be considered in cases where the Contractor is able, without undue hardship, to shift his work crew to other productive work on the same project in the same general work area.

The claim for extra cost due to delay shall be computed on a cost plus percentage basis as specified in Section 83 above.

Unavoidable delays caused by weather as defined in Section 79 above, shall be cause for extensions of time. However, damage to the Contractor caused by weather or an Act of God shall not be cause for additional compensation or monetary adjustment.

85 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Engineer/Architect, or as determined by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

86 - Liquidated Damages

The Owner will suffer financial loss if the work is not complete on the date set forth in the Contract Documents, including extension granted thereto. Failure to complete the work within the number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the Contractor, or for the Owner to be paid directly by the Contractor the sum of **One Hundred Dollars ($100)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The Contractor, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages.

It is agreed by and between the parties hereto that the aforesaid sum has been established, not as a penalty but as liquidated damages and that it is reasonable and acceptable, as the County provides services necessary for the health and welfare of the public and due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained in such an event.

87 - Suspension or Abandonment of Work

Suspension of Work

The Owner may at any time, for any reason, suspend the work, or any part thereof by giving three (3) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor.

If the project is suspended by the Owner during any given phase for more than 60 consecutive days, the Contractor shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the Contractor's compensation shall be equitably adjusted to provide for actual expenses incurred in the interruption and resumption of the Contractor's services, excluding overhead and profit.

Said expenses must be documented and submitted to the Engineer/Architect for review and upon approval by the Owner for reasonable expenses will be reimbursed to the Contractor. The Contractor shall mitigate any expenses incurred during the suspension period.

Nothing in this Subparagraph, above, shall prevent the Owner from immediate suspension of the Contractor's work when the health or welfare of the public is at risk in the opinion of the Engineer/Architect or the Owner.

Abandonment of Work

This Contract may be terminated by the Owner upon seven (7) days written notice to the Contractor in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Contractor may terminate this Contract upon not less than seven (7) days written notice to the Owner.

88 - Termination of Contract

Termination for Convenience of Owner

The Owner may, at will, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner**.**

The Contractor in calculating his termination application for payment, shall develop his outstanding costs in accordance with Section 83, including those materials in transit and non-cancellable with the appropriate percentage markups; subcontractors shall follow same procedures. All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner will not release the Contractor from liability.

Default Termination

The Owner may, if in the Owner's sole judgment and upon written notice to the Contractor, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the Work required by the contract Documents in any one of the following circumstances:

> If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time:
>
> The Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
>
> If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

If a trustee, receiver or liquidator, is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;

If the Contractor has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt;

If the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;

If the Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment**;**

If the Contractor fails to make prompt payment to Subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due;

If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;

If the Contractor substantially violates any provision of the contract documents;

or

If, after the Contractor has been terminated for default pursuant to paragraph two (2), it is determined that none of the circumstances set forth paragraph two (2) exist, then such termination shall be considered a termination of convenience pursuant to paragraph one (1). If the Owner terminates this agreement for any of reasons enumerated in paragraph two (2), then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

<u>Allowable Termination Costs</u>

If the Owner terminates the whole or any portion of the Work pursuant to Paragraph “A” then the Owner shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Paragraph “D”, plus the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Paragraph “D”, which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under Subparagraph “B.1", above, and the reasonable costs of settlement, including accounting, legal, clerical and other expenses

reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract, together with reasonable storage, transportation and other costs incurred in connection with the protection of disposition of property allocable to this contract**.**

Provided, however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

The total sum to be paid to the Contractor under this Paragraph "C" shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract.

Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this paragraph, the fair value as reviewed by the Engineer/Architect, determined by the Owner, of property which is destroyed lost, stolen or damaged so as to become undeliverable to the Owner.

General Termination Provisions

After receipt of a Notice of Termination from the Owner, pursuant to paragraph one (1) or two (2), and except as otherwise directed by the Owner, the Contractor shall:

Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;

Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated**;**

Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause;

Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Engineer/Architect, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as had been terminated;

The fabricated or un-fabricated parts, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed work, supplies and or other material produced as part of, or acquired connection with, the performance of the work

terminated by the Notice of Termination, and the completed or partially completed plans, drawings, information and other property related to the work;

Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Engineer/Architect, and property of the types referred to in paragraph four (4);

Shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Engineer/Architect;

And provided further that the Proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Engineer/Architect may direct;

Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

Take such action as may be necessary, or as the Engineer/Architect or Owner may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

The Contractor shall, from the effective Date of Termination until the expiration of three years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer/Architect, photographs, microphotographs or other authentic reproductions thereof. In arriving at any amount due the Contractor pursuant to paragraph three (3) there shall be deducted**:**

All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;

Any claim which the Owner may have against the Contractor;

Such claim as the Engineer/Architect may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of paragraph four (4); and not otherwise recovered by or credited to the Owner.

Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under paragraph three (3).

The Owner, at its option and Contractor's expense, may have costs reimbursable under paragraph three (3) audited and certified by an independent certified public accountant selected by the Owner.

89 - Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court for a period of three (3) months, through no fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer/Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials excluding overhead, profit and damages.

90 – Disputes Resolution

All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, this contract or the breach therefore, shall be tried before a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joiner or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall indemnify and hold harmless the Owner, its employees, agents, and representatives, the Engineer/Architect, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Owner all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.

Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration**.**

The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the contract, shall be brought in any count in Dawson County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Dawson County, and irrevocably waives any claim or defense in any said action or proceeding based

on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

91 - Removal of Equipment

In the case of termination of this Contract before completion for any cause whatever the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment from the property of the Owner, failing which the Owner shall have the right to remove such equipment at the expense of the Contractor**.**

92 - Laws of Georgia

This contract shall be governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

93 – Quantity Variance Reserve

This line item shall be strictly reserved for work as required by the Owner under Section 82 above and Section 83 above without the adjustment of the contract sum, and shall not otherwise be interpreted for any other use and shall not contain any of the Contractor's work, or cost, known or unknown, at the time of bidding.

Prior to final acceptance of the work, a summary change order shall be developed and the contract sum shall be reduced by the total amount of the quantity variance reserve not used by the Owner**.**

94 - Discrepancy Between General Conditions and Technical Specifications

Should there be a discrepancy between the General Conditions and Technical Specifications, the Technical Specifications shall govern.

95 – Ownership of Salvaged Material and Equipment

Dawson County shall have the right to retain ownership of any salvaged material or equipment. The contractor shall notify the owner prior to the disposal of any salvageable material.

-End of This Section-

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
VENDOR'S CHECKLIST

Company Name: _____

Please indicate you have completed the following documentation; and submit them in the following order.

	ITEM DESCRIPTION
☐	Vendor's Checklist
☐	Vendor's Information Form
☐	Vendor's Price Proposal Forms
☐	Vendor's Bid Bond. All other bonds upon contract execution
☐	Vendor's Reference Form
☐	Execution of Proposal Form
☐	Addenda Acknowledgement Form and Any Addenda Issued
☐	Proposer's Certification and Non-Collusion Affidavit
☐	Drug-Free Workplace Affidavit
☐	Georgia's Security and Immigration Compliance Act Affidavit
☐	• Contractor Affidavit
☐	• Subcontractor Affidavit (if applicable)
☐	Local Small Business Initiative Affidavit (if applicable)
☐	Proof of Insurance/Certificate of Insurance EEO Form
☐	Completed W9 Legal and Character Qualifications Form
☐	Copy of Valid Business License

_____ _____
Authorized Signature Title

_____ _____
Print Name Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
VENDOR'S INFORMATION FORM

1. Legal Business Name_____

2. Street Address_____

3. City, State & Zip _____

4. Type of Business: _____ State of Registration: _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax_____

8. E-mail_____

9. Company Website _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

_____

_____

_____

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
VENDOR'S PRICE PROPOSAL FORM

Company Name: _____

Item No.	Description	Quantity	UOM	Total Cost
1	Thompson Creek Park Road Realignment	1	Lump Sum	
2	Estimated Start Date:			
3	Warranty for Labor:			
4	Warranty for Materials:			

All pricing must be on the forms provided. Additional information may be attached to this form.

Point of Contact Information: Name: _____

Email: _____ Number: _____

_____ _____
Authorized Representative (Signature) Date

_____ _____
Printed Name Title

All costs to Dawson County are to be included in line item quoted above.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET

BID BOND
(Turn this form in with the bond)

STATE OF GEORGIA

COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENT, that we, _____

_____, as Principal, and

_____, as Surety, are held and firmly

bound unto Glynn County, Georgia in the sum of_____ Dollars ($_____) lawful money of the United states, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the County a Proposal for:

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT

NOW THEREFORE**,** the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within fifteen days (15) days after receipt of conformed Contract Documents, execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the County and executed a sufficient and satisfactory Performance Bond and Payment bond payable to the County, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the County, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all to the foregoing requirements within the time specified above, immediately pay to the aforesaid County, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of Section 23-1705 et seq of the Code of Georgia, as amended by the Act approved February 27, 1956, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20_____.

PRINCIPAL: _____

Signed and sealed in the presence of:

By:_____

Title: _____

(Seal)

1. _____

2. _____

SURETY: _____

Signed and sealed in the presence of:

By:_____

Title: _____

(Seal)

1. _____

2. _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
VENDOR'S REFERENCE FORM

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____
_____
_____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____
_____
_____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____
_____
_____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

_____

Business Name

_____

Authorized Signature Date

_____

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Invitation for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

_____ _____
Authorized Representative (Signature) Date

_____
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
DRUG FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of:

_____

Whose address is:

_____

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____ _____, _____ _____certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____
Date Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT** was issued except: 1) through the Purchasing Department 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

_____ _____
Authorized Representative (Signature) Date

_____
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Melissa Hawk
Dawson County Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534
Phone: 706-344-3500 x 42223
Fax: (706) 531-2728
Email: mhawk@dawsoncounty.org

IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
County Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

_____
EEV / E-Verify™ Company Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____DAY OF _____ 20___

_____ [NOTARY SEAL]
Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
County Solicitation/ Contract No.:	

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

Contractor's Name:	
Subcontractors:	

IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation/ Contract No.:	

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §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 the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV / E-Verify™ Company Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Subcontractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____DAY OF _____ 20___

_____ [NOTARY SEAL]
Notary Public

My Commission Expires:
*****any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Dawson County Board of Commissioners

Local Small Business Initiative

Purpose & Scope:

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

Local Small Business Initiative (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

Definition of Local Small Business:

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars ($5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;

- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over $100,000.00.

Affidavit:
The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

How Incentive Works:
Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation of bid.

For any solicitation that is under $100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a <u>responsive, responsible price</u>, a local preference credit of 3%.

Waiver:
The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.

DAWSON COUNTY BOARD OF COMMISSIONERS
LOCAL SMALL BUSINESS
AFFIDAVIT OF ELIGIBILITY

Complete form and submit with your bid. Incomplete forms may be rejected.

1. Legal Name of Firm_____
2. Mailing Address: Physical Address (if different)

_____ _____

_____ _____

_____ _____

3. Year business was established in Dawson County: _____
4. Business License Number issued by Dawson County: _____
5. Number of Employees: _____
6. Average annual gross receipts for past three years: _____
7. Business Type (circle one): Corporation, Partnership, Sole Proprietorship
8. Does your business have more than one location in Dawson County? Yes No

   If yes, specify the location(s): _____

   Is your businesses' principal base of operations in Dawson County? Yes No

   Does your business have any locations outside Dawson County? Yes No
9. If yes, please specify the location(s): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information on this form.

Attest: _____
Sworn to and subscribed before me this

_____ day of _____, 20____

Notary Public
Commission Expires: _____
(SEAL)

_____
Authorized Signature

_____
Print Name

_____
Title

Dawson County Board of Commissioners

"VOLUNTARY"

Title VI Statistical Data Form

Used For Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all bids. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

Instruction for submission: DO NOT INCLUDE WITH BID PROPOSAL. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.

BID NAME & BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT

Please place an "X" on the line that apply

Owner Gender: ___ Male ___ Female

Owner Race/Ethnicity: ___White/Caucasian ___ Hispanic or Latino
___ Black or African American ___American Indian or Alaska Native
___Native Hawaiian or Other Pacific Islander ___Asian
___ Two or More Races

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment.
___ Yes ___No

Minority Owned Business: ___ Yes ___No

Disadvantaged Business Enterprise (DBE) Company? ___Yes ___No

Number of Employees: _____

Staff Race/Ethnicity make-up: ____White/Caucasian ____Hispanic or Latino ____Asian
(Provide % on line) ____Black or African American ____American Indian or Alaska Native
____Native Hawaiian or Other Pacific Islander ____Two or More Races

Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.

IFB #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

EEO Plan: The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Bidder Programs: The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Bidder will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

Does the Bidder have the above EEO policy in place?	**Y**	**N**

If the answer to the above is no, will the Bidder have such a policy in place prior to commencing work on this project?	**Y**	**N**

Statement of Assurance: The Bidder herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

_____ _____

Firm's Name Authorized Signature

_____

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Bidder (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers'		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Bidder or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

	Y	N
Has the Bidder or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

_____

_____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

IFB #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT

LEGAL AND CHARACTER QUALIFICATIONS

Principals: The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

NAME	ADDRESS

***References*:** The Bidder lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT PERSON	TITLE	PHONE NUMBER/EMAIL

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

SAMPLE CONTRACT NUMBER: 322-18

AGREEMENT BETWEEN OWNER AND CONTRACTOR

BID #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT

This Agreement is made and entered into this day of , by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Invitation for Bid #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the Invitation for Bid **#402-22 THOMPSON CREEK PARK ROAD REALIGNMENT** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's payment bond, if required, for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

CONTRACT DEFINITIONS

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 ***Agreement Execution*****.** The Agreement Execution means the date both parties execute this Agreement.

2.2 ***Contract*****.** The word contract has the identical meaning as the word Agreement.

2.3 ***Contract Documents*****.** The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 ***Contract Price*****.** The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

2.5 ***Contract Time*****.** The contract time means the period of time stated herein for completion of work.

2.6 ***Cost of Work*****.** The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of services or any change work order.

2.7 ***County*****.** The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 ***Deliverables*****.** Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of services as deliverable to the County.

2.9 ***Drawings*****.** The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 ***Liaison.*** Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

2.11 ***Multi-year Contract.*** Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Consultant if appropriations are not made.

2.12 ***Project.*** Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

2.13 ***Specifications.*** Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.14 ***Sub-consultant.*** A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

2.15 ***Change Work Order.*** A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.16 ***Work.*** The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

2.17 ***Term of Agreement.*** Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications, amendments to the IFB document, and drawings of the Project and in accordance with the bid and specifications as outlined in Invitation for Bid **#402-22 THOMPSON CREEK PARK ROAD REALIGNMENT.**

3.1.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services,

materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

4.1.1 The Contractor shall delivery goods/materials as submitted in the IFB bid response upon receipt of the notice to proceed or Purchase Order.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

4.2 Substantial Completion

4.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

4.3 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Contractor the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for IFB. The Contractor and Owner shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

5.1.2 The Contractor agrees that the Contractor shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Contractor before any such billing rate adjustments shall be implemented.

ARTICLE VI

PAYMENT OF THE CONTRACTOR

6. Payment

6.1.1 The Owner shall pay to the Contractor on the basis of an executed invoice submitted by the Consultant shall be detailed to reflect the prices referenced in "Exhibit B" and incorporated herein by reference. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Contractor may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to

Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After delivery of the goods/materials by the Contractor, the Owner shall pay the Contractor all outstanding invoices. The Contractor agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

6.1.2 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

6.1.3 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

6.2 Withheld Payment

6.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

(a) Defective work not remedied by the Contractor;

(b) Claims of third parties against the Owner;

(c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) Evidence that the work will not be completed in the time required for substantial or final completion;

(f) Persistent failure to carry out the work in accordance with the Contract; or

(g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

6.3 Completion and Final Payment

6.3.1 When all of the goods/materials are finally delivered, the Owner will make final inspection of the goods/materials and, if the goods/materials are in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Contractor will return Attachment “C” to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

6.3.2 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final inspection of goods/materials.

6.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment, as attested to in Attachment "C".

ARTICLE VII

THE OWNER

7.1 Information, Services and Things Required From Owner

7.1.1 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

7.2 Right to Stop Work

7.2.1 If the Contractor fails or refuses to deliver the goods/materials in accordance with this Contract, the Owner may order the Contractor to stop the delivery, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that delivery be resumed. In such event, the Contractor shall immediately obey such order. The stop delivery order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

ARTICLE VIII

THE CONTRACTOR

8.1 The Contractor shall deliver the goods/materials strictly in accordance with this Contract.

8.2 The Contractor shall supervise and direct the delivery of the goods/materials using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the goods/materials on behalf of the Contractor.

8.3 Warranty

8.3.1 The Contractor warrants to the Owner that all labor furnished to progress the delivery under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the goods/materials will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

8.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

8.5 Supervision

8.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel to ensure shipment of said goods/materials are handled properly. Absent written instruction

from the Contractor to the contrary, the undersigned shall be deemed the Contractor's authorized representative at the shipment site and shall be authorized to receive and accept any and all communications from the Owner.

8.6 Cleaning the Site and the Project

8.6.1 The Contractor shall keep the site reasonably clean during performance of the delivery of the goods/materials as stipulated in the IFB document. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

8.7 Indemnity

8.7.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

8.7.2 In claims against any person or entity indemnified under this Paragraph 8.7 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 8.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE IV

CONTRACT ADMINISTRATION

9.1 Administration

9.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for delivery of goods/materials. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager**.** Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

9.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all deliveries.

9.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

9.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

9.1.5 The Owner's Representative will review the Contractor's invoice(s) and will certify those amounts then due the Contractor as provided in this Contract**.**

9.1.6 The Owner's Representative, shall, upon request from the Contractor, perform steps necessary to determine the date of delivery, will receive records, written warranties and related documents required by this contract and will issue a final invoice upon compliance with the requirements of this Contract.

9.2 Claims by the Contractor

9.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

9.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 9.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

10.2 Termination by the Owner

10.2.1 ***for Convenience***

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the delivery and the Contractor shall stop delivery when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

10.2.1.4 The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of

termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(b) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:

i. Contract prices for labor, materials, equipment and other services accepted under this Contract;

ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 11.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

iv. The total sum to be paid the Contractor under this Subparagraph 11.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

10.2.2 *for Cause*

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the delivery in a timely manner of proper equipment and/or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 11.2.1 and the provisions of Subparagraph 11.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability and Automobile Insurance in an amount equal to One Million ($1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 11.1.1 and 11.1.4.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

11.1.5 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

12.2 Successors and Assigns

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

12.3 Severability

12.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

12.4 Merger

12.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this

Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

12.5 Confidential Information

12.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

12.5.2 All documents and materials prepared pursuant to the RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

12.6 Litigation and Arbitration

12.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

12.7 Condition Precedent – Litigation

12.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

12.8 Term of Agreement

12.8.1 The term of a Contract awarded as a result of the RFP shall be from the time the Proposal is awarded until delivery and acceptance of the work solicited by Dawson County.

12.9 Multi-year Contract

12.9.1 This Contract and Agreement shall not be eligible for a multi-year contract term.

12.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

12.10 Notices

12.10.1 Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

Owner: Consultant:

Dawson County Board of Commissioner

Attn: Melissa Hawk

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Email: mhawk@dawsoncounty.org

Phone: 706-344-3500 x42223

-Signature Page to Follow-

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:
DAWSON COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: **County Clerk**

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name:_____

Title: _____

EXHIBIT "A"

-End of Exhibit "A"

EXHIBIT "B"

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____this _____day of _____,

20_____appeared before me _____, a Notary

Public, in and for _____, and being by me first duly

sworn states that all subcontractors and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and _____(Contractor),

last signed_____, 20___ for IFB #402-22 the THOMPSON CREEK PARK ROAD

REALIGNMENT.

BY:_____

TITLE:_____

DATE:_____

(Seal)

Subscribed and sworn to before the _____ day

of _____, _____

My commission expires on the _____day

of _____, _____

_____

NOTARY PUBLIC

(Notary Seal)

EXHIBIT "D"
PAYMENT BOND

STATE OF GEORGIA
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, **_____,** as Principal, (herein after known as "Contractor"), and we **_____,**
as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **_____ and _____/100 Dollars (_____)** for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of **_____ and ___/100 Dollars (_____)** for the **IFB #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety herby designate and appoint _____ _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond or

subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its
duly authorized officers, on this _____ day of _____, _____
Executed in two (2) counterparts.

CONTRACTOR:

_____ _____
Company Print Authorized Representative

_____ _____
Signature Title

Title:_____

(Seal)

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

SURETY:

_____ _____
Surety Print Authorized Representative

_____ _____
Signature Title

Signed, sealed and delivered
in the presence of: ***(Seal)***

1. _____

2. _____

-PAYMENT BOND TO FOLLOW-

EXHIBIT "E"
PERFORMANCE BOND

STATE OF GEORGIA
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, **_____,** as Principal, (herein after known as "Contractor"), and we **_____,**
as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **_____ and _____/100 Dollars (_____)** for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of **_____ and ___/100 Dollars (_____)** for the **IFB #402-22 THOMPSON CREEK PARK ROAD REALIGNMENT**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its
duly authorized officers, on this _____ day of _____, _____
Executed in two (2) counterparts.

CONTRACTOR:

_____ _____
Company Print Authorized Representative

_____ _____
Signature Title

Title:_____

(Seal)

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

SURETY:

_____ _____
Surety Print Authorized Representative

_____ _____
Signature Title

Signed, sealed and delivered
in the presence of: ***(Seal)***

1. _____

2. _____

-PERFORMANCE BOND TO FOLLOW-

-CERTIFICATE OF INSURANCE TO FOLLOW-

-THOMPSON CREEK PARK ROAD REALIGNMENT DRAWINGS/PLANS TO FOLLOW-

CONSTRUCTION PLANS

for:

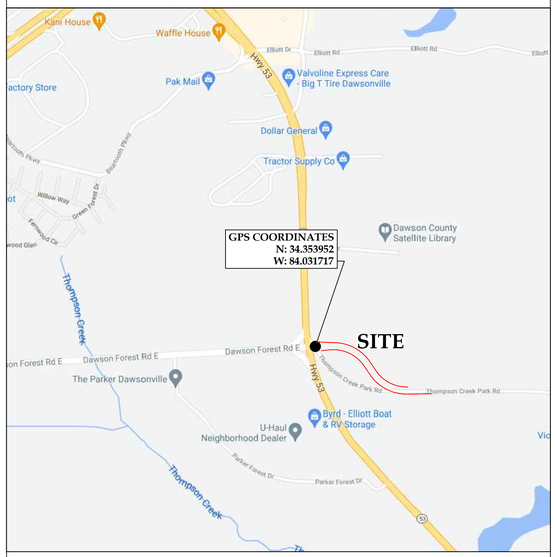
THOMPSON CREEK PARK ROAD REALIGNMENT

Land Lot 376
13th District, 1st Section
Dawson County, Georgia

DRAWING INDEX

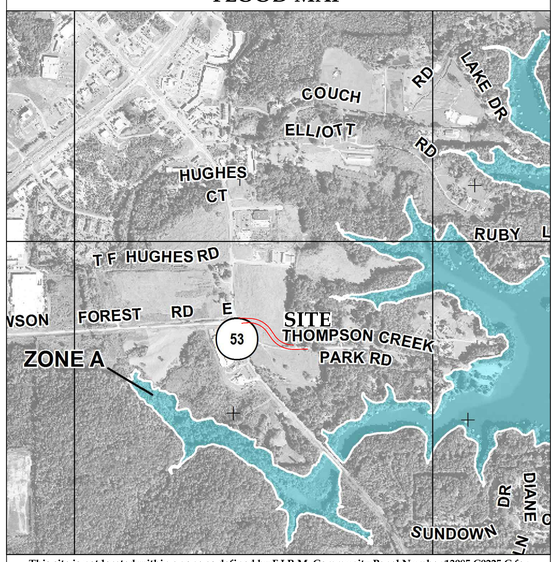
COVER SHEET	G1.01
OVERALL PROJECT PLAN	G2.01
REALIGNMENT & GRADING PLAN	G3.01-G3.02
STORM DRAIN & ROADWAY PROFILES	C3.03
EROSION, SEDIMENT & POLLUTION CONTROL NOTES	G6.01-G6.04
EROSION, SEDIMENT & POLLUTION CONTROL DETAILS	G6.05-G6.07
INITIAL PHASE - EROSION, SEDIMENT & POLLUTION CONTROL PLAN	G6.08
GRADING PHASE - EROSION, SEDIMENT & POLLUTION CONTROL PLAN	G6.09
FINAL PHASE - EROSION, SEDIMENT & POLLUTION CONTROL PLAN	G6.10
DEMO PHASE - EROSION, SEDIMENT & POLLUTION CONTROL PLAN	G6.11

SITE LOCATION MAP



MAP DATE: GOOGLE © 2022 N.T.S.

FLOOD MAP



This site is not located within a zone as defined by F.I.R.M. Community Panel Number 13085 C0225 C for Dawson County, Georgia. (April 4, 2018 map).

SITE DATA

1. Developer/ Owner/ Primary Permittee
   Dawson County Public Works
   60 Transportation Lane
   Dawsonville, GA 30534
   P: 706-265-2774
2. 24-hour Contact:
   Denise Farr
   P: 770-532-4021
   Email: dfarr@dawsoncounty.org
3. Project Engineer:
   Ensite Civil Consulting, LLC.
   131 Prominence Court, Suite 230
   Dawsonville, GA 30534
   Contact: Corey Gutherie, PE
   P: (770) 597-8813
   Email: corey.gutherie@ensiteconsulting.com
4. Project Surveyor:
   Atlas
   930 Interstate Ridge Drive, Suite F
   Gainesville, GA 30501
   P: 470-297-5592
   Contact: Don Jones, RLS
   Email: don.jones@oneatlas.com
   Survey information shown on these plans provided to this Firm electronically.
5. Total Project Area: 4.142 Ac
   Total Disturbed Area: 4.2± Ac
6. Project Narrative:
   The proposed project consists of the realignment of Thompson Creek Park Road for connection into GDOT Round-About project at SR53.

GENERAL NOTES

1. All work shall comply with applicable Federal, State, and Local codes, standards and specifications (latest edition), and applicable building and construction codes. All necessary permits and licenses shall be obtained by the Contractor at his expense, unless previously obtained by the Owner.
2. All work shall be performed in a finished and workmanlike manner to the entire satisfaction of the Owner and in accordance with the best recognized trade practices.
3. Deviations from these plans without prior consent of the Owner or his/her representative may be cause for the work to be unacceptable.
4. If the Contractor, in the course of work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in the plans or the layout as given by the Engineer, it shall be his or her duty to immediately inform the Engineer, in writing, and the Engineer will promptly verify the same. Any work done after such discovery, until otherwise authorized, will be at the Contractor's risk.
5. **THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.**
6. CONSTRUCTION WASTE AND/OR VEGETATIVE MATERIAL MAY NOT BE BURNED OR BURIED AND MUST BE TAKEN TO A STATE APPROVED LANDFILL.
7. All IMPROVEMENTS SHALL CONFORM TO GDOT, DAWSON COUNTY, AND ETOWAH WATER & SEWER AUTHORITY CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION, AS APPLICABLE.
8. Maximum cut slopes shall be 2-horizontal to 1-vertical.
9. Topographic information shown was provided in the form of 2-foot interval LIDAR generated electronic media procured through the Dawson County GIS Department. Neither Dawson County nor the design engineer can guarantee the contours produced by LIDAR data accurately reflect the ground surface elevation, particularly in heavily vegetated areas. It is recommended by the design engineer to confirm the ground surface elevation after vegetation is cleared and grubbed before the site is graded.
10. It is the responsibility of the Developer/Owner to ensure compliance with all NPDES Permit regulation including notifying this firm when the required 7-day inspection is needed.
11. All structures will comply with the requirements of the Georgia State Minimum Standard Codes, as adopted and amended by the Georgia Department of Community Affairs. Approval of this permit will not justify any deviation in the Fire Separation Distance requirements of the Georgia State Minimum Standards.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED UP SET OF DRAWINGS SHOWING "AS-BUILT" CONDITIONS. THESE "RECORD DRAWINGS" SHALL BE MADE AVAILABLE TO THE DESIGNER AND/OR INSPECTOR UPON REQUEST. THE MARK-UPS SHALL BE AT THE SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS.
13. Contractor top provide traffic control signage and messaging devices as necessary by Dawson County.
14. Contractor shall be responsible for all surveying necessary for completion of project.

ENSITE CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
COVER SHEET

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34340 COREY R. GUTHERIE
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G1.01

FILE: 20017P

CENTERLINE ROAD LINE TABLE					
LINE #	STREET	BEG. STA.	END STA.	DIRECTION	LENGTH
L501	THOMPSON CREEK PARK ROAD	-0+68.06	1+69.89	N89°03'17"E	237.95
L502	THOMPSON CREEK PARK ROAD	5+08.92	5+93.71	S33°48'52"E	84.80
L503	THOMPSON CREEK PARK ROAD	9+30.76	10+28.96	N89°23'14"E	98.20

CENTERLINE ROAD CURVE TABLE							
CURVE #	STREET	P.C. STA.	P.T. STA.	RADIUS	ARC	CHORD DIRECTION	CHORD LENGTH
C501	THOMPSON CREEK PARK ROAD	1+69.89	5+08.92	340.00	339.02	S62°22'48"E	325.15'
C502	THOMPSON CREEK PARK ROAD	5+93.71	9+30.76	340.00	337.05	S62°12'49"E	323.42'

NOTES

POSTED SPEED LIMIT = 30 MPH
TOTAL ROAD FRONTAGE TO BE DEVELOPED UNDER THIS PERMIT = 1063.36'

CONTRACTOR TO CONTACT GDOT FOR SHOULDER PAVING SPECIFICATIONS.

EP ELEVATIONS ARE AT EDGE OF PROPOSED PAVEMENT

CONTRACTOR TO COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES REGARDING LOCATION AND RELOCATION OF UTILITIES. NOT ALL UTILITIES ARE SHOWN ON THIS PLAN AT CONTRACTOR EXPENSE.

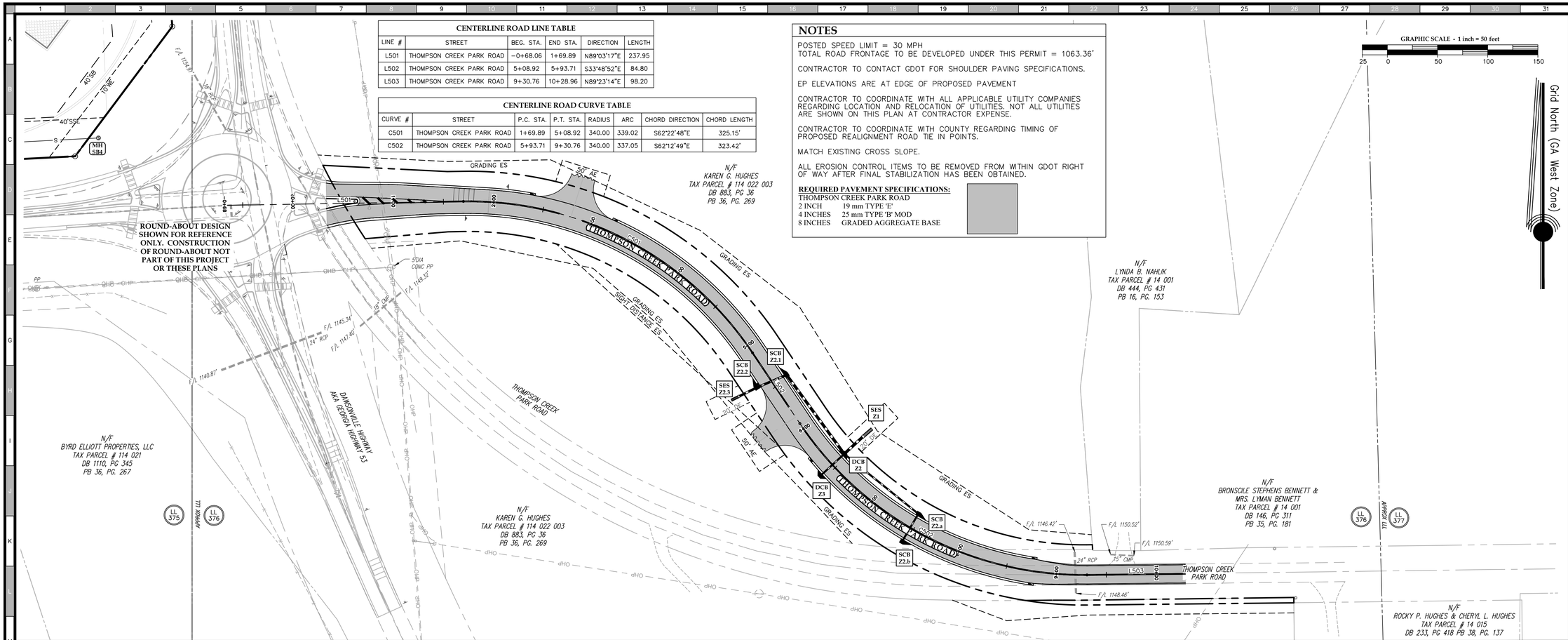
CONTRACTOR TO COORDINATE WITH COUNTY REGARDING TIMING OF PROPOSED REALIGNMENT ROAD TIE IN POINTS.

MATCH EXISTING CROSS SLOPE.

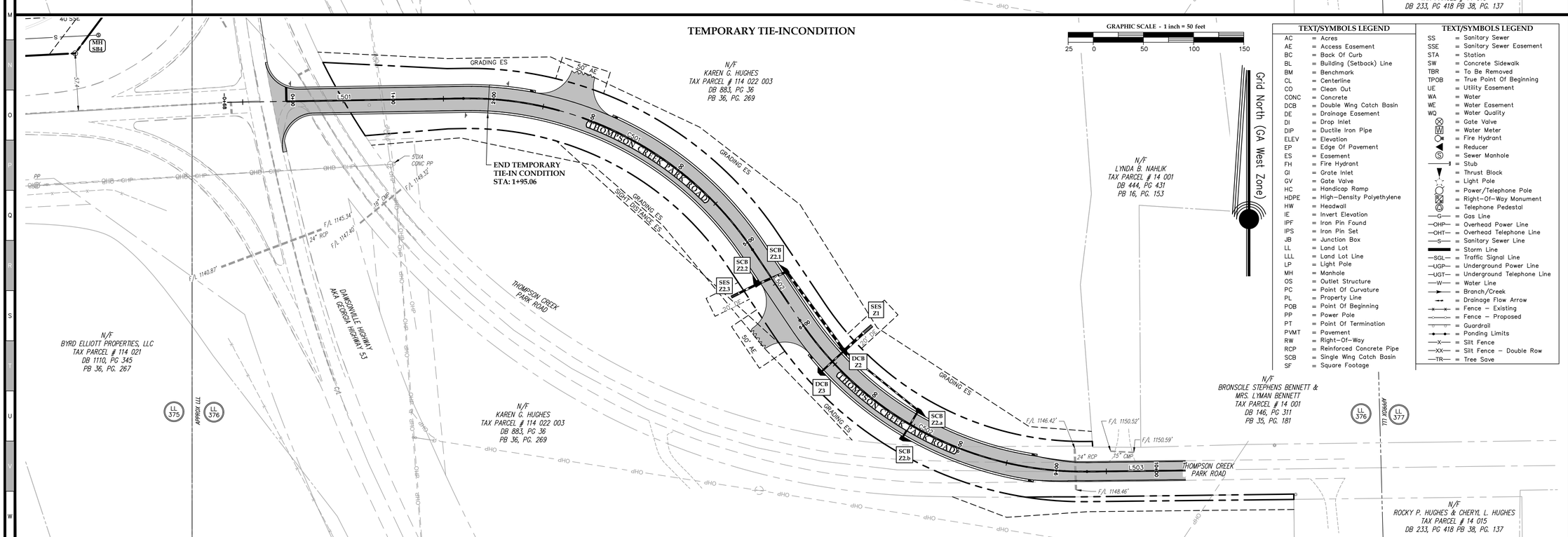
ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.

REQUIRED PAVEMENT SPECIFICATIONS:
THOMPSON CREEK PARK ROAD

2 INCH	19 mm TYPE 'E'
4 INCHES	25 mm TYPE 'B' MOD
8 INCHES	GRADED AGGREGATE BASE



TEMPORARY TIE-INCONDITION



TEXT/SYMBOLS LEGEND	
AC	= Acres
AE	= Access Easement
BC	= Back Of Curb
BL	= Building (Setback) Line
BM	= Benchmark
CL	= Centerline
CO	= Clean Out
CONC	= Concrete
DCB	= Double Wing Catch Basin
DE	= Drainage Easement
DI	= Drop Inlet
DIP	= Ductile Iron Pipe
ELEV	= Elevation
EP	= Edge Of Pavement
ES	= Easement
FH	= Fire Hydrant
GI	= Grate Inlet
GV	= Gate Valve
HC	= Handicap Ramp
HDPE	= High-Density Polyethylene
HW	= Headwall
IE	= Invert Elevation
IPF	= Iron Pin Found
IPS	= Iron Pin Set
JB	= Junction Box
LL	= Land Lot
LLL	= Land Lot Line
LP	= Light Pole
MH	= Manhole
OS	= Outlet Structure
PC	= Point Of Curvature
PL	= Property Line
POB	= Point Of Beginning
PP	= Power Pole
PT	= Point Of Termination
PVMT	= Pavement
RW	= Right-Of-Way
RCP	= Reinforced Concrete Pipe
SCB	= Single Wing Catch Basin
SF	= Square Footage

TEXT/SYMBOLS LEGEND	
SS	= Sanitary Sewer
SSE	= Sanitary Sewer Easement
STA	= Station
SW	= Concrete Sidewalk
TBR	= To Be Removed
TPOB	= True Point Of Beginning
UE	= Utility Easement
WA	= Water
WE	= Water Easement
WQ	= Water Quality
	= Gate Valve
	= Water Meter
	= Fire Hydrant
	= Reducer
	= Sewer Manhole
	= Stub
	= Thrust Block
	= Light Pole
	= Power/Telephone Pole
	= Right-Of-Way Monument
	= Telephone Pedestal
—G—	= Gas Line
—OHP—	= Overhead Power Line
—OHT—	= Overhead Telephone Line
—S—	= Sanitary Sewer Line
	= Storm Line
—SGL—	= Traffic Signal Line
—UGP—	= Underground Power Line
—UGT—	= Underground Telephone Line
—W—	= Water Line
	= Branch/Creek
	= Drainage Flow Arrow
	= Fence – Existing
	= Fence – Proposed
	= Guardrail
	= Ponding Limits
—X—	= Silt Fence
—XX—	= Silt Fence – Double Row
—TR—	= Tree Save

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
OVERALL PROJECT PLAN

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below.
Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34583 Corey Gutherie
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

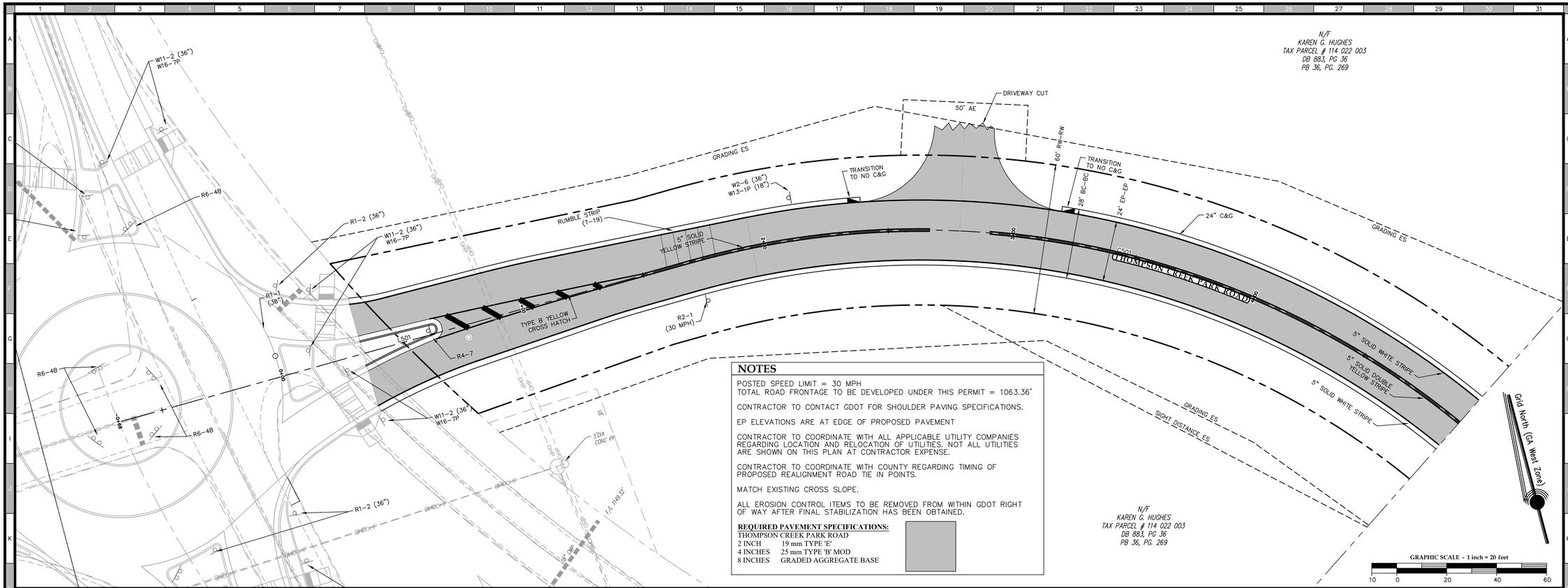
DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET:
G2.01

FILE: 200117P



NOTES

POSTED SPEED LIMIT = 30 MPH
TOTAL ROAD FRONTAGE TO BE DEVELOPED UNDER THIS PERMIT = 1063.36'

CONTRACTOR TO CONTACT GDOT FOR SHOULDER PAVING SPECIFICATIONS.

EP ELEVATIONS ARE AT EDGE OF PROPOSED PAVEMENT

CONTRACTOR TO COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES REGARDING LOCATION AND RELOCATION OF UTILITIES. NOT ALL UTILITIES ARE SHOWN ON THIS PLAN AT CONTRACTOR EXPENSE.

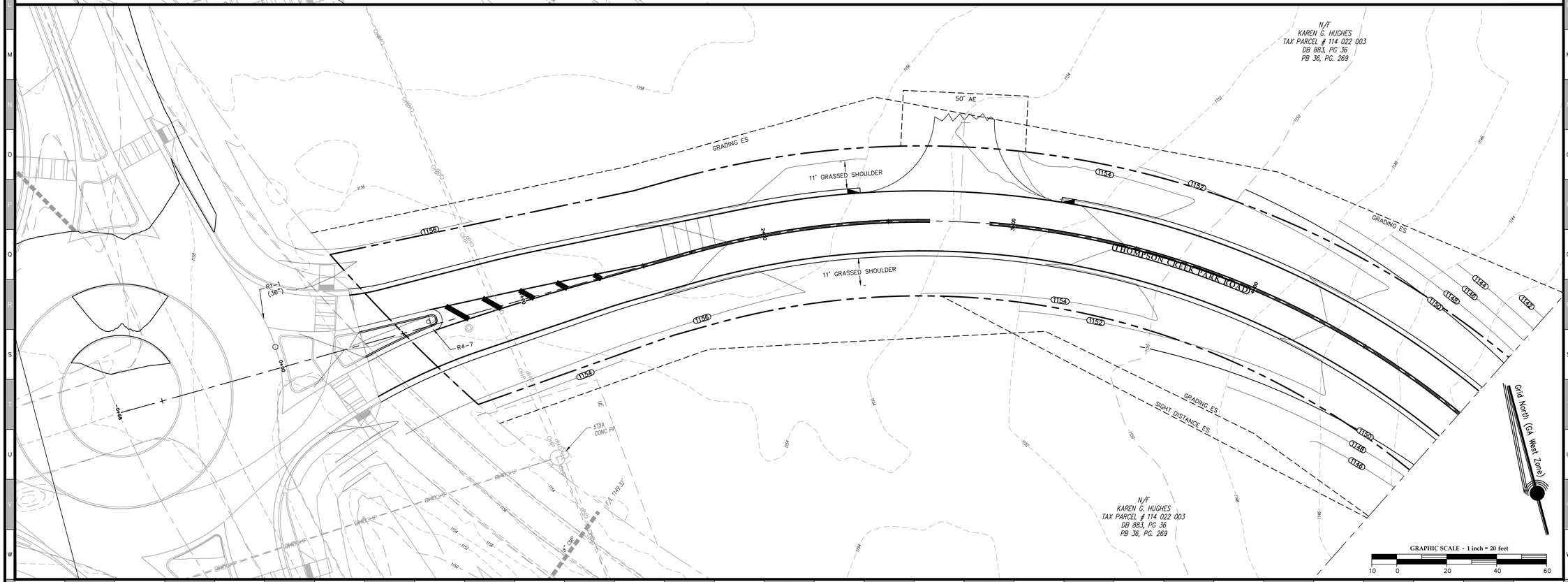
CONTRACTOR TO COORDINATE WITH COUNTY REGARDING TIMING OF PROPOSED REALIGNMENT ROAD TIE IN POINTS.

MATCH EXISTING CROSS SLOPE.

ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.

REQUIRED PAVEMENT SPECIFICATIONS:

THOMPSON CREEK PARK ROAD	
2 INCH	19 mm TYPE 'E'
4 INCHES	25 mm TYPE 'B' MOD
8 INCHES	GRADED AGGREGATE BASE



ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
REALIGNMENT & GRADING PLAN

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34848 COREY R. GUTHERIE
PRELIMINARY NOT FOR CONSTRUCTION
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G3.01

FILE: 20017P

NOTES

POSTED SPEED LIMIT = 30 MPH
TOTAL ROAD FRONTAGE TO BE DEVELOPED UNDER THIS PERMIT = 1063.36'

CONTRACTOR TO CONTACT GDOT FOR SHOULDER PAVING SPECIFICATIONS.

EP ELEVATIONS ARE AT EDGE OF PROPOSED PAVEMENT

CONTRACTOR TO COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES REGARDING LOCATION AND RELOCATION OF UTILITIES. NOT ALL UTILITIES ARE SHOWN ON THIS PLAN AT CONTRACTOR EXPENSE.

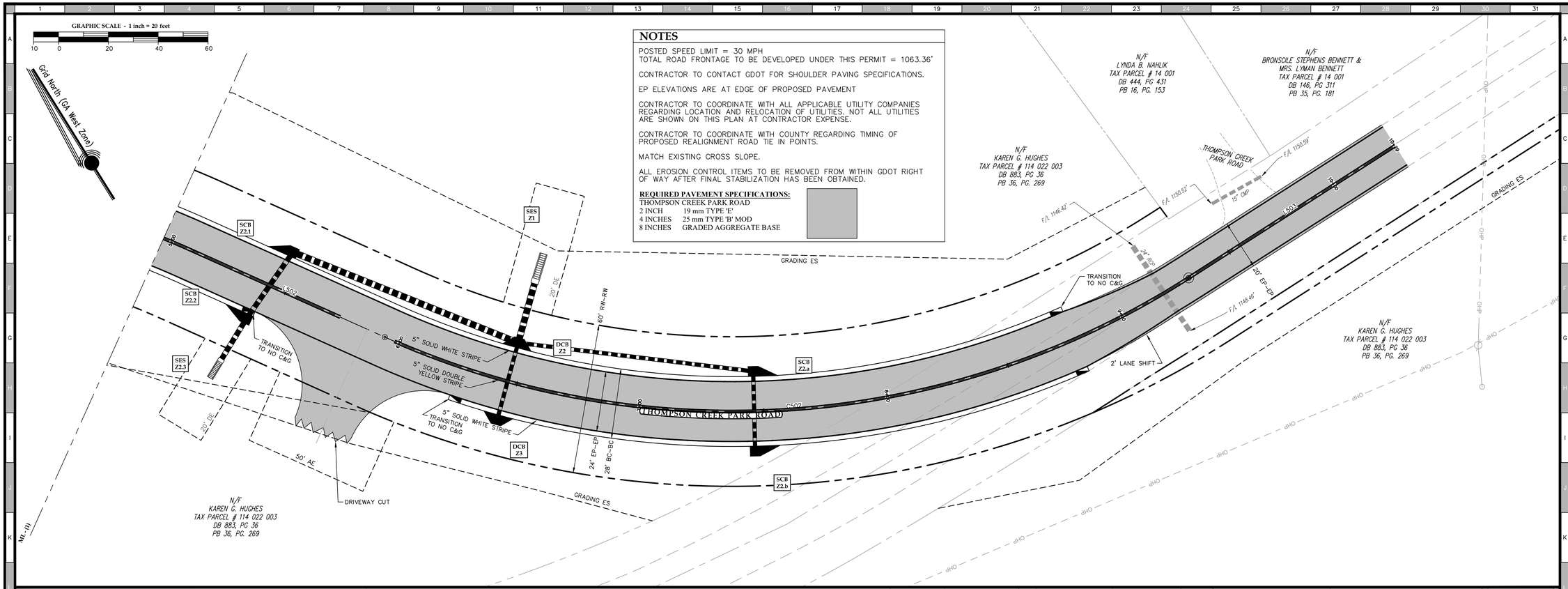
CONTRACTOR TO COORDINATE WITH COUNTY REGARDING TIMING OF PROPOSED REALIGNMENT ROAD TIE IN POINTS.

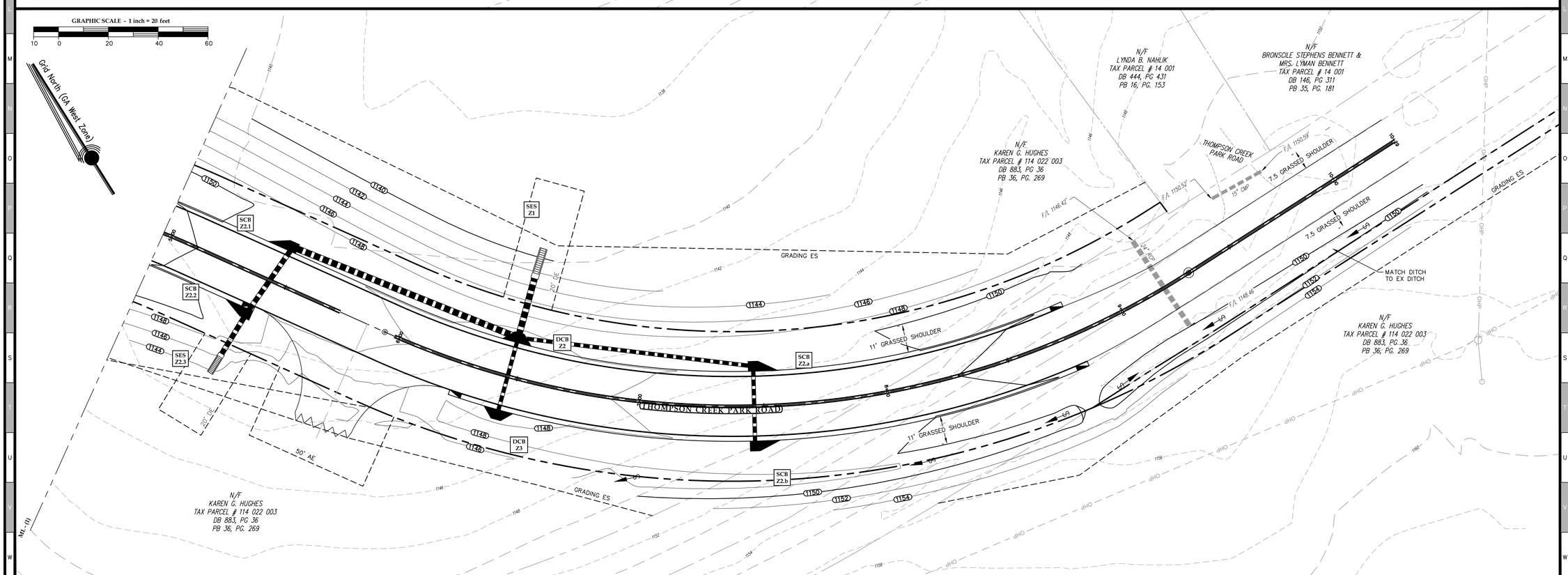
MATCH EXISTING CROSS SLOPE.

ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.

REQUIRED PAVEMENT SPECIFICATIONS:

THOMPSON CREEK PARK ROAD	
2 INCH	19 mm TYPE 'E'
4 INCHES	25 mm TYPE 'B' MOD
8 INCHES	GRADED AGGREGATE BASE





ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
REALIGNMENT & GRADING PLAN

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 30 Corey Lee Gutherie
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024
NOT FOR CONSTRUCTION

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G3.02

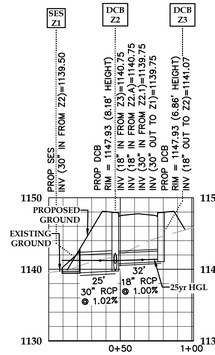
FILE: 20017P

STORM PROFILE NOTES

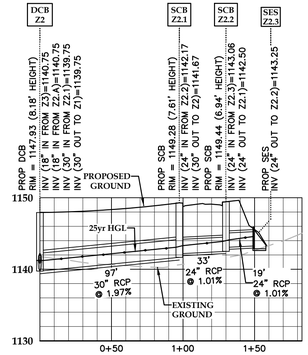
1. ALL PIPE LENGTHS ARE 2D 'PLAN' LENGTH.
2. SHEETING AND SHORING SHALL BE PROVIDED FOR ALL TRENCH CONSTRUCTION IN ACCORDANCE WITH OSHA REGULATIONS.
3. ALL RCP TO BE CLASS III UNLESS OTHERWISE NOTED.
4. ALL CMP TO BE 16 GAUGE UNLESS OTHERWISE NOTED.
5. CMP MAYBE SWITCHED WITH LIKE-SIZED HDPE, AS PRICE AND AVAILABILITY DICTATE. HOWEVER, HDPE MAY NOT BE SWITCHED FOR CMP WITHOUT ENGINEER OF RECORD'S ANALYSIS AND APPROVAL.
6. ALL DROP INLETS SHOWN TO THROAT ELEVATION OF PROFILES.

STORM STRUCTURE LEGEND

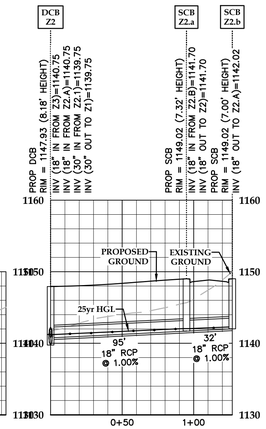
- DCB (GDOT 1034D)
- DI (PEDESTAL)
- DI (GDOT 9031S)
- FES (GDOT 1120)
- GI (GDOT 1019A) TYPE 'A'
- GI (GDOT 1019A) TYPE 'C'
- GI (GDOT 1019A) TYPE 'D'
- HGI (GDOT 1019A) TYPE 'E'
- HW (GDOT 1001B)
- JB (GDOT 1011A)
- SCB (GDOT 1033D)
- SES (GDOT 1122)
- YI (NYLOPLAST 2499CGD)



SD-Z
Scale: 1"=50' Horizontal
1"=10' Vertical



SD-Z2
Scale: 1"=50' Horizontal
1"=10' Vertical



SD-Z2a
Scale: 1"=50' Horizontal
1"=10' Vertical

RIP RAP (St) CHART

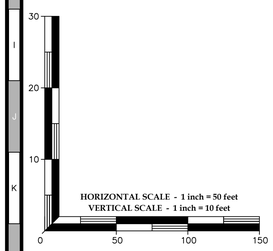
Outlet ID	Do (Pipe Diameter)	S (Pipe Slope)	n (Manning's n of Pipe)	Q25 (Flow Rate at Design Storm)	Tailwater Condition	V25 (Velocity at Design Storm)	3Do (Apron Width at Headwall)	d50 (rip rap size)	La (Apron Length)	Wa (Downstream Apron Width)	Max Stone Size	D (Apron Thickness)	d/Do	Non-Erosive Velocity	Froude	Energy Dissipation Measures Proposed
	in	%		cfs	min or max	ft/s	ft	ft	ft	ft	ft	ft	ft/ft	ft/s		
Z1	30	1.02%	0.012	18.96	MIN	5.74	7.50	0.50	16.00	18.50	0.75	1.13	0.46	5.00	0.98	Riprap Apron
Ex	24	5.00%	0.024	13.04	MAX	6.04	6.00	0.50	9.00	5.60	0.75	1.13	0.49	5.00	1.14	Riprap Apron

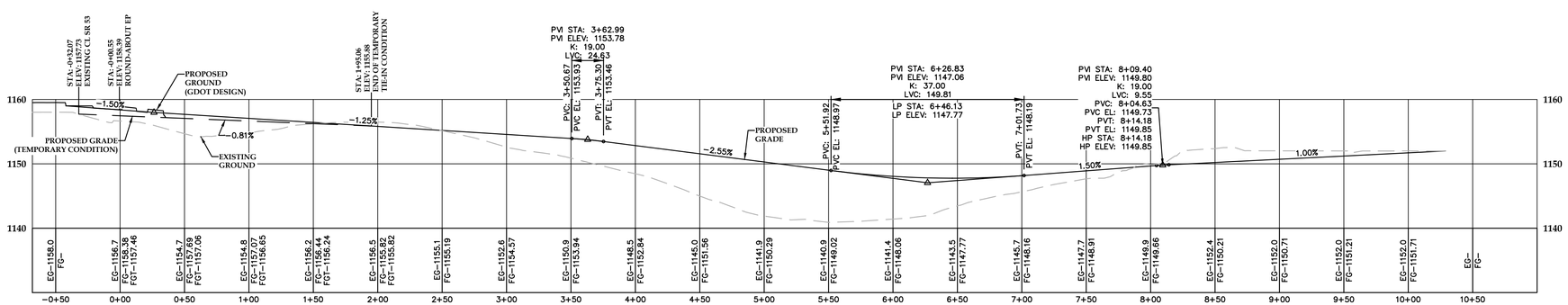
STORMWATER PIPE CHART

	PIPE HYDROLOGY & HYDRAULICS																					GUTTER SPREAD AND INLET PONDING														
Line ID	Pipe Size	Pipe Length	Pipe Slope	Pipe Material	Manning n	Design Frequency	Inlet Time	TC	Inlet Area	Total Area	Runoff Coefficient	i (10yr)	i (25yr)	i (100yr)	Inlet (Q10)	Inlet (Q25)	Inlet (Q100)	Total (Q10)	Total (Q25)	Total (Q100)	Velocity (V25)	Velocity (V100)	Inlet Type	Bypass Basin ID	Roadway Slope	Width of Grate	Length of Grate	Type of Grate	Accumulated Bypass Flow	Total Inlet Flow	Gutter Spread	Inlet Efficiency	Bypass Flow	Ground/Rim Elev.	100-yr Ponding	Sd2 Volume	Full Flowing Velocity
	in	ft	%		"n"	yr	min	min	ac	ac	"C"	in/hr	in/hr	in/hr	cfs	cfs	cfs	cfs	cfs	cfs	ft/s	ft/s			%	ft	ft		cfs	cfs	ft	%	cfs	elev	elev	yd3	ft/s
Z3-Z2	18	32.00	1.00	RCP	0.012	100	5.0	5.0	0.12	0.12	0.74	7.30	9.11	12.34	0.65	0.81	1.10	0.65	0.81	1.10	2.22	2.13	DCB	---	---			---	---	0.74	---	---	---	1,147.93	1,147.42	8	
Z2-Z1	30	24.63	1.02	RCP	0.012	100	5.0	12.4	0.11	3.81	0.68	5.54	7.03	9.66	0.55	0.68	0.92	14.93	18.96	26.05	5.74	7.15	DCB	---	---			---	0.01	0.63	---	---	---	1,147.93	1,147.41	7	

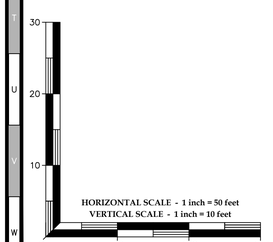
Z2.3-Z2.2	24	18.88	1.01	RCP	0.012	100	11.9	11.9	2.69	2.69	0.70	5.68	7.17	9.79	10.69	13.49	18.43	10.69	13.49	18.43	7.06	7.83	SES	---	---			---	---	10.26	---	---	---	1,146.22	---	180	
Z2.2-Z2.1	24	32.58	1.01	RCP	0.012	100	5.0	12.0	0.31	3.00	0.71	5.66	7.15	9.77	1.61	2.00	2.72	11.91	15.04	20.55	7.33	8.15	SCB	Z3	2.55%			---	---	1.78	5.07	100.0%	---	---	---	21	
Z2.1-Z2	30	97.41	1.97	RCP	0.012	100	5.0	12.0	0.42	3.42	0.77	5.64	7.13	9.75	2.36	2.95	3.99	13.68	17.29	23.66	5.91	6.68	SCB	Z2	2.55%			---	---	2.63	6.11	99.8%	0.01	---	---	28	

Z2.b-Z2.a	18	32.00	1.00	RCP	0.012	100	5.0	5.0	0.08	0.08	0.66	7.30	9.11	12.34	0.39	0.48	0.65	0.39	0.48	0.65	1.95	2.11	SCB	Z3	1.50%			---	---	0.45	2.82	100.0%	---	---	---	5	
Z2.a-Z2	18	94.95	1.00	RCP	0.012	100	5.0	6.4	0.08	0.16	0.68	6.61	8.44	11.68	0.40	0.50	0.67	0.71	0.90	1.25	2.36	2.28	SCB	Z2	1.50%			---	---	0.42	2.74	100.0%	---	---	---	5	





THOMPSON CREEK PARK ROAD
Scale: 1"=50' Horizontal
1"=10' Vertical



STREET PROFILE NOTES

1. VERTICAL ALIGNMENT COMPLIES WITH AASHTO MINIMUM DESIGN STANDARDS FOR A 30 MPH ROAD.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
STORM DRAIN & ROADWAY PROFILES

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 36340 COREY R. GUTHERIE
NOT FOR CONSTRUCTION
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G3.03

FILE: 20017P

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
INFRASTRUCTURE CONSTRUCTION PROJECTS

SWCD: UPPER CHATTAHOOCHEE RIVER REGION 2

Project Name: THOMPSON CREEK PARK ROAD REALIGNMENT **Address:** THOMPSON CREEK PARK ROAD, DAWSONVILLE, GA 30543

City/County: DAWSON COUNTY **Date on Plans:** 2022-01-21

Name & email of person filling out checklist: COREY GUTHERIE, PE corey.gutherie@ensiteconsulting.com

TO BE SHOWN ON ES&PC PLAN

Plan Page #	Included Y/N	
C6.01	YES	1 The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed)
ALL	YES	2 Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and level II number must be on each sheet pertaining to ES&PC Plan or the Plan will not be reviewed)
ALL	YES	3 The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.
C6.02	YES	4 Provide the name, address, email address, and phone number of primary permittee.
C6.02	YES	5 Note total and disturbed acreages of the project or phase under construction.
C6.02	YES	6 Provide the GPS locations of the beginning and end of the Infrastructure project. Give the Latitude and Longitude in decimal degrees.
ALL	YES	7 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.
C6.02	YES	8 Descriptions of the nature of construction activity and existing site conditions.
C1.01	YES	9 Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.
C6.04	YES	10 Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.
C6.02	YES	11 Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on **Part IV page 21** of the permit.
C6.02	YES	12 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on **Part IV page 20** of the permit. *
C6.02	YES	13 Design professional certification statement and signature that the permittee's ES&PC Plan provides for representative sampling as stated on **Part IV.D.6.c.(3) page 37** of the permit as applicable. *
C6.02	YES	14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements, perimeter control BMPs, and sediment basins within 7 days after installation." in accordance with **Part IV.A.5 page 26** of the permit. *
C6.02	YES	15 Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of 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."
C6.02	YES	16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required.
C6.02	YES	17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." *
C6.02	YES	18 Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." *
C6.02	YES	19 Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."
C6.02	YES	20 Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."
C6.02	YES	21 Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."
C6.02	N/A	22 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *
C6.04	N/A	23 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *
C6.02	YES	24 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *
C6.02	YES	25 Provide BMPs for the remediation of all petroleum spills and leaks.
C6.02	YES	26 Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *
C6.02	YES	27 Description of practices to provide cover for building materials and building products on site. *
C6.02	YES	28 Description of the practices that will be used to reduce the pollutants in storm water discharges. *
C6.04	YES	29 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).
C6.02	YES	30 Provide complete requirements of Inspections and record keeping by the primary permittee. *
C6.03	YES	31 Provide complete requirements of Sampling Frequency and Reporting of sampling results. *
C6.03	YES	32 Provide complete details for Retention of Records as per Part IV.F. of the permit. *
C6.03	YES	33 Description of analytical methods to be used to collect and analyze the samples from each location. *
C6.03	YES	34 Appendix B rationale for NTU values at all outfall sampling points where applicable. *
C6.04	YES	35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged also provide a summary chart of the justification and analysis for the representative sampling as applicable. *
C6.03	YES	36 A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *
ALL	YES	37 Graphic scale and North arrow.
C6.08-10	YES	38 Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:

Existing Contours	USGS 1": 2000' Topographical Sheets
Proposed Contours	1" : 400' Centerline Profile

C6.03	YES	39 Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by GAEPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.georgia.gov.
C6.03	N/A	40 Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *
C6.08-10	YES	41 Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to State waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.
C6.08-10	YES	42 Delineation of on-site wetlands and all State waters located on and within 200 feet of the project site.
C6.04	YES	43 Delineation and acreage of contributing drainage basins on the project site.
C6.04	YES	44 Delineate on-site drainage and off-site watersheds using USGS 1":2000' topographical sheets.
C6.04	YES	45 An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.
C6.09-10	YES	46 Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.
C6.08	YES	47 Soil series for the project site and their delineation.
C6.08-10	YES	48 The limits of disturbance for each phase of construction.
C6.08-10	YES	49 Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual must be included for structural BMPs and all calculations used by the design professional to obtain the required sediment storage when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.
C6.08-10	YES	50 Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.
C6.06-07	YES	51 Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.
C6.05	YES	52 Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of year that seeding will take place and for the appropriate geographic region of Georgia.

* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.

Effective January 1, 2022

GEORGIA
UNIFORM CODING SYSTEM
FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES
GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

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

STRUCTURAL PRACTICES

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

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE		Bf (LABEL)	Strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)		Cs	Planting vegetation on dunes that are denuded, denuded, artificially constructed, or re-nourished.
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 seedings 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 erodable 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.
Fl-Co	FLOCCULANTS AND COAGULANTS		Fl-Co	Substance formulated to assist in the solids/liquid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (USING PERM VEGETATION)		Sb	The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION		Ss	A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKIFIERS AND BINDERS		Tac	Substance used to anchor straw or hay mulch by causing the organic material to bind together.

GSWCC 2016 Edition

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
EROSION, SEDIMENTATION, & POLLUTION CONTROL NOTES

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED NO. 36340 PROFESSIONAL ENGINEER COREY GUTHERIE
NOT FOR CONSTRUCTION
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.01

FILE: 20017P

EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES FOR INFRASTRUCTURE PROJECTS (GAR 100002)

1. THE 24-HOUR LOCAL CONTACT RESPONSIBLE FOR EROSION, SEDIMENTATION AND POLLUTION CONTROLS IS AARON VANDERSTAPPEN 678-366-6470.
2. THE PRIMARY PERMITTEE FOR THIS SITE IS GEORGIA 400 INDUSTRIAL PARK, INC., 6840 BENNETT RD. CUMMING, GA 30188, ., 678-366-6470.
3. THE TOTAL ACREAGE OF THE PROPERTY IS 4.142 AC AND THE TOTAL DISTURBED AREA IS ± 4.2 AC.
4. THE GPS LOCATION OF THE CONSTRUCTION EXIT FOR THE SITE IS 34.353952 N, 84.031717 W. THE ADDRESS FOR THE SITE IS THOMPSON CREEK PARK ROAD, DAWSONVILLE, GA, 30534.
5. THE NATURE OF THE PROPOSED CONSTRUCTION ACTIVITY IS THE REALIGNMENT OF THOMPSON CREEK PARK ROAD INTO GDOT ROUND-ABOUT PROJECT AT SR53.
6. "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION."

   "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 GEORGIA 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 STORMWATER 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. GAR100002.

   _____ _____ *February 15, 2022*
   NAME DATE

7. THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPS WITHIN 7 DAYS AFTER INSTALLATION. THE PRIMARY PERMITTEE MUST RETAIN THE DESIGN PROFESSIONAL WHO PREPARED THE PLAN, EXCEPT WHEN THE PRIMARY PERMITTEE HAS REQUESTED IN WRITING AND EPD HAS AGREED TO AN ALTERNATE DESIGN PROFESSIONAL, TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPS WHICH THE DESIGN PROFESSIONAL DESIGNED WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE DESIGN PROFESSIONAL SHALL DETERMINE IF THESE BMPS HAVE BEEN INSTALLED AND ARE BEING MAINTAINED AS DESIGNED. THE DESIGN PROFESSIONAL SHALL REPORT THE RESULTS OF THE INSPECTION TO THE PRIMARY PERMITTEE WITHIN SEVEN (7) DAYS AND THE PERMITTEE MUST CORRECT ALL DEFICIENCIES WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF THE INSPECTION REPORT FROM THE DESIGN PROFESSIONAL UNLESS WEATHER RELATED SITE CONDITIONS ARE SUCH THAT ADDITIONAL TIME IS REQUIRED.
8. 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.
9. BUFFER ENCROACHMENTS ARE NOT PROPOSED WITH THIS DEVELOPMENT.
10. 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.
11. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
    - 11.1. WHERE ATTAINABLE, LOCATE WASTE COLLECTION AREAS, DUMPSTERS, TRASH CANS AND PORTABLE TOILETS AT LEAST 50 FEET AWAY FROM STREETS, GUTTERS, WATERCOURSES, AND STORM DRAINS.
    - 11.2. SECONDARY CONTAINMENT SHALL BE PROVIDED AROUND LIQUID WASTE COLLECTION AREAS TO MINIMIZE THE LIKELIHOOD OF CONTAMINATED DISCHARGES.
    - 11.3. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE STATE AND LOCAL WASTE STORAGE AND DISPOSAL REGULATIONS AND OBTAIN ALL NECESSARY PERMITS.
    - 11.4. SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, UNLESS AUTHORIZED BY A SECTION 404 PERMIT.
12. **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.**
13. **EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.**
14. **ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**
15. I CERTIFY 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 REQUIREMENTS OF THIS PERMIT.SIGNED BY PRIMARY PERMITTEE:

    NAME_____ COMPANY_____ ADDRESS_____

    CITY/STATE/ZIP_____ LEVEL 1A CERT # _____ SIGNATURE _____
16. THE PRIMARY PERMITTEE SHALL COMPLETE A LIST OF ALL SECONDARY PERMITTEES AND CONTACT INFORMATION IN THE SPACE PROVIDED BELOW, AND PROVIDE A COPY OF THE PLAN (AND ANY SUBSEQUENT REVISIONS TO THE PLAN) TO EACH SECONDARY PERMITTEE. EACH SECONDARY PERMITTEE SHALL SIGN AS WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF THE PLAN IN THE SPACE PROVIDED BELOW. THE PRIMARY PERMITTEE SHALL KEEP A COPY OF THE ACKNOWLEDGEMENTS ON-SITE IN HIS RECORDS.

    SECONDARY PERMITTEES:

    1. NAME_____ COMPANY_____ ADDRESS_____

       CITY/STATE/ZIP _____ LEVEL 1A CERT # _____ SIGNATURE _____

    2. NAME_____ COMPANY_____ ADDRESS_____

       CITY/STATE/ZIP _____ LEVEL 1A CERT # _____ SIGNATURE _____

    3. NAME_____ COMPANY_____ ADDRESS_____

       CITY/STATE/ZIP _____ LEVEL 1A CERT # _____ SIGNATURE _____

    4. NAME_____ COMPANY_____ ADDRESS_____

       CITY/STATE/ZIP _____ LEVEL 1A CERT # _____ SIGNATURE _____

17. CONCRETE WASHDOWN PRACTICES:

- 17.1. THE WASHING OF READY-MIX CONCRETE DRUMS AND DUMP TRUCK BODIES USED IN THE DELIVERY OF PORTLAND CEMENT CONCRETE IS PROHIBITED ON THIS SITE. ONLY THE DISCHARGE "CHUTE" UTILIZED IN PORTLAND CEMENT CONCRETE DELIVERY MAY BE RINSED FREE OF FRESH CONCRETE REMAINS. TOOLS, HOPPERS, AND THE REAR OF VEHICLES MAY USE THE CONCRETE WASHDOWN AREA AS EXCAVATED BY THE CONTRACTOR AS PER THE CONDITIONS BELOW.
- 17.2. THE CONTRACTOR SHALL EXCAVATE A PIT OUTSIDE OF STATE WATER BUFFERS, AT LEAST 25 FEET FROM ANY STORM DRAIN AND OUTSIDE OF THE TRAVEL WAY, INCLUDING SHOULDERS, FOR A WASH/PIT AREA.
- 17.3. THE PIT SHALL BE LINED WITH 10 MIL PLASTIC LINING AND LARGE ENOUGH TO STORE ALL WASH-DOWN WATER WITHOUT OVERTOPPING THE PIT. NO WASH WATER SHALL BE DEPOSITED INTO THE GROUND.
- 17.4. AFTER THE WASH-DOWN OPERATIONS ARE COMPLETED AND WASH WATER IS PROPERLY DISPOSED OF, THE PIT SHALL BE FILLED IN, AND THE GROUND ABOVE SHALL BE GRADED TO MATCH THE ELEVATION OF THE SURROUNDING AREAS SMOOTHED OUT.
- 17.5. ALTERNATE WASH-DOWN DRAINS MUST BE APPROVED BY THE PROJECT ENGINEER.
- 17.6. WASH-DOWN PLANS DESCRIBE PROCEDURES THAT PREVENT WASH-DOWN WATER FROM ENTERING STREAMS AND RIVERS.
- 17.7. NEVER DISPOSE OF WASH-DOWN WATER DOWN A STORM DRAIN.
- 17.8. ESTABLISH A WASH-DOWN WATER PIT THAT INCLUDES THE FOLLOWING:
  - 17.8.1. THE PIT IS LOCATED AWAY FROM A STORM DRAIN, STREAM OR RIVER.
  - 17.8.2. THE PIT IS ACCESSIBLE TO THE VEHICLE BEING USED FOR WASH-DOWN.
  - 17.8.3. THE PIT HAS ENOUGH VOLUME FOR WASH-DOWN WATER.
  - 17.8.4. MAKE SURE YOU HAVE PERMISSION TO USE THE AREA FOR WASH-DOWN. ON SOME SITES YOU MAY NOT HAVE PERMISSION OR ACCESS TO A LOCATION WHICH ALLOWS FOR A WASH-DOWN PIT. IN THOSE CASES, THE CONTRACTOR MAY HAVE TO WASH-DOWN INTO A WHEELBARROW OR OTHER CONTAINER AND CARRY THE CONTAINER FOR TRANSPORT TO A PROPER DISPOSAL SITE.
- 17.9. FOR ADDITIONAL INFORMATION, REFER TO THE GEORGIA SMALL BUSINESS ENVIRONMENTAL ASSISTANCE PROGRAM'S "A GUIDE FOR READY MIX CHUTE/HOPPER WASH-DOWN".

18. SPILL CLEANUP AND CONTROL PRACTICES:

LOCAL, STATE AND MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL. MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIALS AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINER. SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE, AND FEDERAL REGULATIONS. FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-424-8802. FOR SPILLS OF AN UNKNOWN AMOUNT, THE NRC WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-424-8802. FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS. FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1,320 GALLONS OF PETROLEUM IS STORED ONSITE (THIS INCLUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 660 GALLONS. THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN PREPARED BY THAT LICENSED PROFESSIONAL.

19. RELEASE IN EXCESS OF REPORTABLE QUANTITIES:

- 19.1. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A SITE SHALL BE PREVENTED. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE OF THE REPORTING REQUIREMENTS OF THE GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40CFR PART 117 AND 40 CFR PART 302. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40CFR PART 117 AND 40 CFR PART 302 OCCURS DURING A 24 HOUR PERIOD, THE PERMITTEE IS REQUIRED TO NOTIFY EPD AT (404)656-4863 OR (800)241-4113 AND THE NATIONAL RESPONSE CENTER (NRC) AT (800)424-8802 IN ACCORDANCE WITH THE REQUIREMENTS GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40CFR PART 117 AND 40 CFR PART 302 AS SOON AS HE/SHE HAS KNOWLEDGE OF THE DISCHARGE.
- 19.2. THIS PERMIT DOES NOT AUTHORIZE THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL RESULTING FROM AN ON-SITE SPILL.

20. POST-CONSTRUCTION BMPS:

- 20.1. ALL PERMANENT, POST-CONSTRUCTION BMPS ARE SHOWN IN THE CONSTRUCTION PLANS AND IN THE ESPC PLAN.
- 20.2. THE POST-CONSTRUCTION BMPS FOR THIS PROJECT MAY CONSIST OF PERMANENT VEGETATION, PERMANENT SLOPE DRAINS AND/OR FLUMES, RIP RAP AT PIPE OUTLETS FOR VELOCITY DISSIPATION AND OUTLET STABILIZATION, VEGETATED SWALES/DITCHES WHERE PRACTICAL, CHANNELS/DITCH STABILIZATION WITH TURF REINFORCING MATS, RIP-RAP, AND CONCRETE DITCH LINING WHERE NECESSARY.
- 20.3. THE POST-CONSTRUCTION BMPS WILL PROVIDE PERMANENT STABILIZATION OF THE SITE AND PREVENT ACCELERATED TRANSPORTATION OF SEDIMENT AND POLLUTANTS INTO RECEIVING WATERS.

21. BMPS TO REDUCE POLLUTANTS IN STORM WATER DISCHARGES:

- 21.1. NO WASTE MATERIALS, INCLUDING BUT NOT LIMITED TO WASTE BUILDING MATERIALS, CONSTRUCTION AND DEMOLITION DEBRIS, CONCRETE WASHOUT OR EXCAVATED SEDIMENT, SHALL BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
- 21.2. ALL POLLUTANTS FROM WASTE DISPOSAL PRACTICES, SOIL ADDITIVES, REMEDIATION OF SPILLS AND LEAKS OF PETROLEUM PRODUCTS, CONCRETE TRUCK WASHOUT, ETC., SHOULD ANY OF THESE OCCUR, WILL BE CONTROLLED BY THE IMPLEMENTATION OF APPROPRIATE BEST MANAGEMENT PRACTICES. THE SITE WILL BE IN COMPLIANCE WITH ALL APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.
- 21.3. FOR BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE, PROVIDE COVER (E.G. PLASTIC SHEETING, TEMPORARY ROOFS) TO MINIMIZE THE EXPOSURE OF THESE PRODUCTS TO PRECIPITATION AND TO STORMWATER, OR A SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THESE AREAS. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE EXPOSURE TO PRECIPITATION AND TO STORMWATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK TO STORMWATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE).
- 21.4. PRODUCT SPECIFIC PRACTICES:
  - 21.4.1. PETROLEUM BASED PRODUCTS – CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ONSITE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATER, NATURAL DRAINS AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.
  - 21.4.2. PAINTS/FINISHES/SOLVENTS – ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCTS WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT MATERIALS USED WITH THESE PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
  - 21.4.3. CONCRETE TRUCK WASHING – NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE.
  - 21.4.4. FERTILIZER/HERBICIDES – THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.
  - 21.4.5. BUILDING MATERIALS – NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ONSITE. ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.
- 21.5. HAZARDOUS WASTES: ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE MAINTAINED IN THE ESPCP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES. THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN FOUND WITHIN THIS ESPCP AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIAL OR HAZARDOUS WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORM WATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORM WATER DISCHARGE WILL BE CONTAINED ONSITE UNTIL APPROPRIATE MEASURES IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORM WATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPCC PLAN.
- 21.6. SANITARY WASTES: A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED TO EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS. ALL SANITARY WASTE UNITS WILL BE LOCATED IN AN AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORM WATER DISCHARGE IS NEGLIGIBLE. ADDIT11ONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS OR SPECIALLY DESIGNED PLASTIC SKID CONTAINERS AROUND THE BASE, TO PREVENT WASTES FROM CONTRIBUTING TO STORM WATER DISCHARGES. THE LOCATION OF WASTE UNITS MUST BE IDENTIFIED ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN – GRADING PHASE BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.
- 21.7. SANITARY SEWER WILL BE PROVIDED BY ETOWAH WATER & SEWER AT THE COMPLETION OF THE PROJECT.

22. SEQUENCE OF MAJOR ACTIVITIES:

- 22.1. FLAG WETLAND AREAS AND STATE WATER BUFFERS TO BE PROTECTED FROM DISTURBANCE.
- 22.2. INSTALL CONSTRUCTION ENTRANCE(S).
- 22.3. CLEAR AND GRUB PERIMETER OF THE SITE AND INSTALL PERIMETER SILT BARRIERS.
- 22.4. CONSTRUCT PERMANENT DETENTION POND(S) AND/OR TEMPORARY SEDIMENT BASIN(S).
- 22.5. INSTALL DETENTION POND AND SEDIMENT BASIN HYDRAULIC STRUCTURES (PIPES, OUTLETS, WEIRS).
- 22.6. INSTALL RETROFITS AND FILTER RING IN DETENTION POND(S).
- 22.7. CLEAR AND GRUB REMAINDER OF SITE.
- 22.8. ROUTE STORM WATER TO PONDS DURING GRADING ONCE OUTLETS ARE STABILIZED.
- 22.9. STABILIZE OUTSIDE SLOPES WITH MATS, TEMPORARY VEGETATION AND SILT BARRIERS.
- 22.10. FINAL GRADING FOR BUILDING PADS.
- 22.11. STABILIZATION OF FINISH GRADE AREAS WITH TEMP. VEGETATION OR MULCH AS NEEDED TO EXCEED 90% COVER.
- 22.12. FINAL CONSTRUCTION OF BUILDINGS AND PARKING AREAS.
- 22.13. REMOVE ACCUMULATED SEDIMENT IN BASINS AND SILT FENCES.
- 22.14. CONDUCT FINAL STABILIZATION PROCEDURES INSTALLING PERM. VEGETATION AND/OR GRAVEL AS NEEDED TO EXCEED 80% COVER.

23. INSPECTIONS AND RECORD KEEPING*:

4. INSPECTIONS

A. PRIMARY PERMITTEE.

(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 AND (B) ALL LOCATIONS AT THE PRIMARY PERMITTEE'S SITE WHERE VEHICLES ENTER OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

(2). MEASURE AND RECORD RAINFALL WITHIN DISTURBED AREAS OF THE SITE THAT HAVE NOT MET FINAL STABILIZATION ONCE EVERY 24 HOURS EXCEPT ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY AND NON-WORKING FEDERAL HOLIDAY. THE DATA COLLECTED FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY. MEASUREMENT OF RAINFALL MAY BE SUSPENDED IF ALL AREAS OF THE SITE HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION.

(3). 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 RAINFALL OR GREATER (UNLESS SUCH STORM ENDS AFTER 5:00 PM ON ANY FRIDAY OR ON ANY NON-WORKING SATURDAY, 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 OCCURS FIRST): (A) DISTURBED AREAS OF THE PRIMARY PERMITTEE'S CONSTRUCTION SITE; (B) AREAS USED BY THE PRIMARY PERMITTEE FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; AND (C) STRUCTURAL CONTROL MEASURES. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE PRIMARY PERMITTEE'S SITE 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 OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION, THE PERMITTEE MUST COMPLY WITH PART IV.D.4.A.(4). THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

(4). 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 SUBMITTED TO EPD) THE AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION. 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).

(5). 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.

(6). A REPORT OF EACH INSPECTION THAT INCLUDES THE NAME(S) OF CERTIFIED PERSONNEL MAKING EACH INSPECTION, THE DATE(S) OF EACH INSPECTION, CONSTRUCTION PHASE (I.E., INITIAL, INTERMEDIATE OR FINAL), 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.(5). OF THE PERMIT 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 SITE THAT HAS BEEN PHASED HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO EPD. SUCH REPORTS SHALL BE READILY AVAILABLE BY END OF THE SECOND BUSINESS DAY AND/OR WORKING DAY AND SHALL IDENTIFY ALL INCIDENTS OF BEST MANAGEMENT PRACTICES THAT HAVE NOT BEEN PROPERLY INSTALLED AND/OR MAINTAINED AS DESCRIBED IN THE PLAN. WHERE THE REPORT DOES NOT IDENTIFY AN INCIDENT, THE INSPECTION REPORT SHALL CONTAIN A STATEMENT THAT THE BEST MANAGEMENT PRACTICES ARE IN COMPLIANCE WITH THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART V.G.2. OF THIS PERMIT.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
EROSION, SEDIMENTATION, & POLLUTION CONTROL NOTES

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34838 COREY GUTHERIE
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.02

FILE: 200179

24. SAMPLING FREQUENCY AND REPORTING*

SAMPLING FREQUENCY

(1). THE PRIMARY PERMITTEE WITH A TOTAL PLANNED DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE AND TERTIARY PERMITTEE WITH A TOTAL PLANNED DISTURBANCE EQUAL TO OR GREATER THAN FIVE (5) ACRES MUST SAMPLE IN ACCORDANCE WITH THE PLAN AT LEAST ONCE FOR EACH RAINFALL EVENT DESCRIBED BELOW. FOR A QUALIFYING EVENT, THE PERMITTEE SHALL SAMPLE AT THE BEGINNING OF ANY STORMWATER DISCHARGE TO A MONITORED RECEIVING WATER AND/OR FROM A MONITORED OUTFALL WITHIN FORTY-FIVE (45) MINUTES OR AS SOON AS POSSIBLE.

(2). HOWEVER, WHERE MANUAL AND AUTOMATIC SAMPLING ARE IMPOSSIBLE (AS DEFINED IN THIS PERMIT), 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 STORMWATER DISCHARGE.

(3). SAMPLING BY THE PERMITTEE SHALL OCCUR FOR THE FOLLOWING QUALIFYING EVENTS:

(A). FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORMWATER DISCHARGE THAT ALLOWS FOR SAMPLING DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT AFTER ALL CLEARING AND GRUBBING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO COMPLETION OF MASS GRADING OPERATIONS, 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 WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORMWATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT EITHER 90 DAYS AFTER THE FIRST SAMPLING EVENT OR AFTER ALL MASS GRADING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO SUBMITTAL OF A NOT, 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 IN ANY AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL ARE NOT PROPERLY DESIGNED, INSTALLED AND MAINTAINED, CORRECTIVE ACTION SHALL BE DEFINED AND IMPLEMENTED WITHIN TWO (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;

(D). WHERE SAMPLING PURSUANT TO (A), (B) OR (C) ABOVE IS REQUIRED BUT NOT POSSIBLE (OR NOT REQUIRED BECAUSE THERE WAS NO DISCHARGE), THE PRIMARY PERMITTEE, IN ACCORDANCE WITH PART IV.D.4.A.(6)., OR THE TERTIARY PERMITTEE, IN ACCORDANCE WITH PART IV.D.4.C.(6)., MUST INCLUDE A WRITTEN JUSTIFICATION IN THE INSPECTION REPORT OF WHY SAMPLING WAS NOT PERFORMED. PROVIDING THIS JUSTIFICATION DOES NOT RELIEVE THE PERMITTEE OF ANY SUBSEQUENT SAMPLING OBLIGATIONS UNDER (A), (B) OR (C) ABOVE; AND

(E). EXISTING CONSTRUCTION ACTIVITIES, I.E., THOSE THAT ARE OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT, THAT HAVE MET THE SAMPLING REQUIRED BY (A) ABOVE SHALL SAMPLE IN ACCORDANCE WITH (B). THOSE EXISTING CONSTRUCTION ACTIVITIES THAT HAVE MET THE SAMPLING REQUIRED BY (B) ABOVE SHALL NOT BE REQUIRED TO CONDUCT ADDITIONAL SAMPLING OTHER THAN AS REQUIRED BY (C) ABOVE.

*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 SAMPLING AT ANY TIME OF THE DAY OR WEEK.

REPORTING

1. THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT THE SAMPLING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART II.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THIS PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORMWATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING REPORTS MUST BE SIGNED IN ACCORDANCE WITH PART V.G.2. SAMPLING REPORTS MUST BE SUBMITTED TO EPD USING THE ELECTRONIC SUBMITTAL SERVICE PROVIDED BY EPD. SAMPLING REPORTS MUST BE SUBMITTED TO EPD UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.
2. ALL SAMPLING REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION:
   - A. THE RAINFALL AMOUNT, DATE, EXACT PLACE AND TIME OF SAMPLING OR MEASUREMENTS;
   - B. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE SAMPLING AND MEASUREMENTS;
   - C. THE DATE(S) ANALYSES WERE PERFORMED;
   - D. THE TIME(S) ANALYSES WERE INITIATED;
   - E. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE ANALYSES;
   - F. REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED;
   - G. THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS;
   - H. RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU;" AND
   - I. CERTIFICATION STATEMENT THAT SAMPLING WAS CONDUCTED AS PER THE PLAN.
3. ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE DISTRICT OFFICE OF THE EPD ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. THE APPLICABLE PERMITTEES SHALL RETAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

25. RETENTION OF RECORDS*

1. 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:
   - A. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD;
   - B. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT;
   - C. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV.A.5. OF THIS PERMIT;
   - D. A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THIS PERMIT;
   - E. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV.D.4.A. OF THIS PERMIT;
   - F. A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART III.D.2. OF THIS PERMIT; AND
   - G. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A.(2). OF THIS PERMIT.
2. COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION) OR OTHER REPORTS REQUESTED BY THE EPD, 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 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.

26. ANALYTICAL METHODS*

6. SAMPLING REQUIREMENTS: THIS PERMIT REQUIRES THE MONITORING OF NEPHELOMETRIC TURBIDITY IN RECEIVING WATER(S) OR OUTFALLS IN ACCORDANCE WITH THIS PERMIT. THIS SECTION IS APPLICABLE TO PRIMARY PERMITTEES WITH A TOTAL PLANNED DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE AND TERTIARY PERMITTEES WITH A TOTAL PLANNED DISTURBANCE EQUAL TO OR GREATER THAN FIVE (5) ACRES. THIS SECTION IS NOT APPLICABLE TO SECONDARY PERMITTEES. THE FOLLOWING PROCEDURES CONSTITUTE EPD'S GUIDELINES FOR SAMPLING TURBIDITY.

A. SAMPLING REQUIREMENTS SHALL INCLUDE THE FOLLOWING:

(1). A USGS TOPOGRAPHIC MAP, A TOPOGRAPHIC MAP OR A DRAWING (REFERRED TO AS A TOPOGRAPHIC MAP) THAT IS A SCALE EQUAL TO OR MORE DETAILED THAN A 1:24000 MAP SHOWING THE LOCATION OF THE SITE OR THE COMMON DEVELOPMENT; (A) THE LOCATION OF ALL PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES AS SHOWN ON A USGS TOPOGRAPHIC MAP, AND ALL OTHER PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES LOCATED DURING MANDATORY FIELD VERIFICATION, INTO WHICH THE STORMWATER IS DISCHARGED AND (B) THE RECEIVING WATER AND/OR OUTFALL SAMPLING LOCATIONS. WHEN THE PERMITTEE HAS CHOSEN TO USE A USGS TOPOGRAPHIC MAP AND THE RECEIVING WATER(S) IS NOT SHOWN ON THE USGS TOPOGRAPHIC MAP, THE LOCATION OF THE RECEIVING WATER(S) MUST BE HAND-DRAWN ON THE USGS TOPOGRAPHIC MAP FROM WHERE THE STORMWATER(S) ENTERS THE RECEIVING WATER(S) TO THE POINT WHERE THE RECEIVING WATER(S) COMBINES WITH THE FIRST BLUE LINE STREAM SHOWN ON THE USGS TOPOGRAPHIC MAP;

USGS TOPOGRAPHIC MAP — SEE C6.04

(2). THE ANALYTICAL METHOD USED TO COLLECT AND ANALYZE THE SAMPLES INCLUDING QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES. THIS NARRATIVE MUST INCLUDE PRECISE SAMPLING METHODOLOGY FOR EACH SAMPLING LOCATION;

ANALYTICAL METHOD USED:

DIRECT TESTING OF SAMPLE USING CALIBRATED TURBIDIMETER

(3). WHEN THE PERMITTEE HAS DETERMINED THAT SOME OR ALL OUTFALLS WILL BE SAMPLED, A RATIONALE MUST BE INCLUDED ON THE PLAN FOR THE NTU LIMIT(S) SELECTED FROM APPENDIX B. THIS RATIONALE MUST INCLUDE THE SIZE OF THE CONSTRUCTION SITE, THE CALCULATION OF THE SIZE OF THE SURFACE WATER DRAINAGE AREA, AND THE TYPE OF RECEIVING WATER(S) (I.E., TROUT STREAM OR SUPPORTING WARM WATER FISHERIES);

SITE AREA:	4.142 ACRES
SURFACE WATER DRAINAGE BASIN:	0-4.99 SQUARE MILES
TYPE OR RECEIVING WATERS:	WARM WATER
NTU VALUE FROM APPENDIX B:	50 NTU

(4). ANY ADDITIONAL INFORMATION EPD DETERMINES NECESSARY TO BE PART OF THE PLAN. EPD WILL PROVIDE WRITTEN NOTICE TO THE PERMITTEE OF THE INFORMATION NECESSARY AND THE TIME LINE FOR SUBMITTAL.

A. SAMPLE TYPE. ALL SAMPLING SHALL BE COLLECTED BY "GRAB SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST PROCEDURES HAVE BEEN APPROVED); THE GUIDANCE DOCUMENT TITLED "NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-B-92-001" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD.

B. (1). SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES.

(2). SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER.

(3). LARGE MOUTH, CLEAN AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTING SAMPLES. THE JARS SHOULD BE CLEANED THOROUGHLY TO AVOID CONTAMINATION.

(4). MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT 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. IF AUTOMATIC SAMPLING IS UTILIZED AND THE AUTOMATIC SAMPLER IS NOT ACTIVATED DURING THE QUALIFYING EVENT, THE PERMITTEE MUST UTILIZE MANUAL SAMPLING OR RISING STAGE SAMPLING DURING THE NEXT QUALIFYING EVENT. DILUTION OF SAMPLES IS NOT REQUIRED. SAMPLES MAY BE ANALYZED USING A DIRECT READING, PROPERLY CALIBRATED TURBIDIMETER. SAMPLES ARE NOT REQUIRED TO BE COOLED.

(5). SAMPLING AND ANALYSIS OF THE RECEIVING WATER(S) OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED TO EPD AS SPECIFIED IN PART IV.E.

27. DE-WATERING ACTIVITIES AND USE OF PUMP

27.1. ANY PUMPED DISCHARGE FROM AN EXCAVATION OR DISTURBED AREA SHALL BE ROUTED THROUGH AN APPROPRIATELY SIZED SEDIMENT BASIN, SILT FILTER BAG OR SHALL BE TREATED EQUIVALENTLY WITH SUITABLE BMPS.

27.2. THE CONTRACTOR SHALL ENSURE THE POST BMP TREATED DISCHARGE IS SHEET FLOWING. FAILURE TO CREATE SHEET FLOW WILL OBLIGATE THE CONTRACTOR TO PERFORM WATER QUALITY SAMPLING OF THEIR PUMPED DISCHARGES.

27.3. THE CONTRACTOR SHALL PREPARE SAMPLING PLANS IN ACCORDANCE WITH THE CURRENT GAR100003 NPDES PERMIT UTILIZING BY A CERTIFIED DESIGN PROFESSIONAL. NO SEPARATE PAYMENT WILL BE MADE FOR WATER QUALITY SAMPLING OF PUMP DISCHARGES.

28. DUST CONTROL

28.1. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:

- 28.1.1. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODABLE MATERIAL
- 28.1.2. ROUGHENING THE SOIL, TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND
- 28.1.3. FREQUENT WATERING OF EXCAVATION AND FILL AREAS
- 28.1.4. PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES

29. SEDIMENT STORAGE

SEDIMENT STORAGE IS PROVIDED FOR IN SILT FENCE WITH EXCAVATED BASIN TRAP AND INLET SEDIMENT TRAPS. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THE STORAGE VOLUMES FOR THE BMPS SPECIFIED ON THE PLANS. IN ORDER TO PREVENT RUNOFF FROM BYPASSING INLET SEDIMENT TRAPS, A TEMPORARY BERM SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF ALL INLET SEDIMENT TRAPS THAT ARE NOT LOCATED IN A LOW POINT OR AN EXCAVATED SUMP. TEMPORARY BERMS, WHEN NECESSARY, SHALL BE A MINIMUM OF 18" HIGH AND CONSTRUCTED IN A MANNER THAT ENSURES STORM WATER DOES NOT BYPASS THE INLET. THE CONTRACTOR MAY SUBMIT ALTERNATE TEMPORARY CONTAINMENT BERM DESIGNS TO THE PROJECT ENGINEER FOR APPROVAL.

30. CRITICAL WORK ZONES

30.1. BUFFERS – DO NOT DISTURB ANY BUFFER EXCEPT AT APPROVED AREAS. MAINTAIN PROTECTIVE FENCING ALONG LIMITS OF ALL BUFFERS.

30.2. EXPOSED SOIL – KEEP DISTURBANCE AND EXPOSURE OF ALL SOILS TO A MINIMUM. PROVIDE PLASTIC SHEETING OVER STOCKPILE AREAS.

30.3. CONCENTRATED FLOW AREAS – PROVIDE TEMPORARY HAY BALE CHECK DAMS AT ALL LOCATIONS OF CONCENTRATED FLOW. REPLACE CHECK DAMS AT THE END OF EACH DAY AS FILL IS PLACED. INSTALL DIVERSION CHANNEL LEADING TO LEVEL SPREADER EVERY 100 FEET ALONG A FLOW PATH.

30.4. STEEP SLOPES – ALL SLOPES 2.5:1 OR STEEPER AND HIGHER THAN FIVE (5) FEET SHALL RECEIVE SURFACE ROUGHENING, POLYMERS, AND/OR EROSION CONTROL MATTING. ALL FILL SLOPES SHALL RECEIVE A DIVERSION DIKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE TO PREVENT SPILLING OVER THE EDGE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASES IN HEIGHT.

30.5. CONSTRUCTION EXIT – ENSURE THAT SEDIMENT IS NOT TRACKED ONTO THE PUBLIC RIGHT-OF-WAY AT ANY TIME. REMOVE SEDIMENT IMMEDIATELY IF TRACKED ONTO THE PAVEMENT.

30.6. INLET SEDIMENT TRAPS – WHERE INLET SEDIMENT TRAPS ARE INSTALLED AT THE TOP OF THE SLOPE, ENSURE THAT THE TOP OF THE SEDIMENT BARRIER IS BELOW THE TOP OF THE SLOPE AND THAT AN EMERGENCY OVERFLOW IS PROVIDE TO THE DRAINAGE STRUCTURE. THIS CAN BE ACCOMPLISHED BY REMOVING THE COVER TO A DROP INLET.

30.7. STORM DRAIN OUTLET PROTECTION – FABRIC MUST BE INSTALLED UNDER THE RIP-RAP.

31. SILT FENCE INSTALLATIONS WITH J-HOOKS AND SPURS

31.1. SILT FENCE SHOULD NEVER BE RUN CONTINUOUSLY. THE SILT FENCE SHOULD TURN BACK INTO THE FILL OR SLOPE TO CREATE SMALL POCKETS THAT TRAP SILT AND FORCE STORM WATER TO FLOW THROUGH THE SILT FENCE. THIS TECHNIQUE, OR CONFIGURATION, IS COMMONLY REFERRED TO AS J-HOOKS OR SPURS.

31.2. J-HOOKS SHALL BE UTILIZED ON ALL SILT FENCES THAT ARE LOCATED AROUND THE PERIMETER OF THE SITE AND ALONG THE TOE OF EMBANKMENTS OR SLOPES.

31.3. J-HOOKS SHALL BE SPACED IN ACCORDANCE WITH TYPICAL LOCATION DETAILS FOR SILT FENCES/BALED STRAW.

31.4. SPACING FOR J-HOOKS SHALL NOT BE LESS THAN 50 FEET EXCEPT AS NOTED.

31.5. SILT FENCES THAT ARE NEAR THE OUTLET OF CULVERTS, CROSS DRAINS, AND STORM DRAINS SHALL HAVE A MINIMUM OF THREE J-HOOKS ON BOTH SIDES OF THE STRUCTURE NOT TO EXCEED SPACING OF 30 FEET.

31.6. J-HOOKS SHALL BE PAID FOR AS SILT FENCE ITEMS PER FOOT. ALL COSTS AND OTHER INCIDENTAL ITEMS ARE INCLUDED IN COST OF INSTALLING AND MAINTAINING THE SILT FENCE.

32. CLEARING PHASE NOTES:

32.1. PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.

32.2. THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF IT'S NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES.

32.3. THE OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT SITE DURING THE ENTIRE CONSTRUCTION PERIOD.

32.4. NO STAGING AREAS, MATERIAL, STORAGE, CONCRETE WASH OUT AREAS, OR DEBRIS BURNING AND BURIAL HOLES SHALL BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS.

32.5. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL. BE PRESENT ON THE SITE AT ALL TIMES.

32.6. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, LIMITS OF LAND DISTURBANCE SHALL CLEARLY AND ACCURATELY BE DEMARCATED WITH STAKES, RIBBONS OR OTHER APPROPRIATE MEANS, AND SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE LIMITS INDICATED ON THE APPROVED PLANS.

32.7. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.

32.8. THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL. BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY:

- 32.8.1. THE CONSTRUCTION EXIT SHALL BE PLACED AS SHOWN ON THE PLANS,
- 32.8.2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXIT, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN,
- 32.8.3. TREE PROTECTION FENCING SHALL BE INSTALL.ED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY.

32.9. WITHIN SEVEN (7) DAYS AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES, THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE SITE DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE SITE PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE PROJECT PROFESSIONAL DURING THE SITE INSPECTION.

32.10. AFTER APPROVAL OF INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES, AS CLEARING PERMITS. THE CONTRACTOR SHALL CONSTRUCT SEDIMENT PONDS AS SHOWN ON PLANS.

32.11. THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.

32.12. NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.

32.13. ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, 1983 EDITION.

32.14. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE, ALL DISTURBED AREAS LEFT MULCHED MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.

32.15. SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT, EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED HALF THE CAPACITY OF THE DEVICE, ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

32.16. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY, THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

32.17. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE PROPER FUNCTIONING.

32.18. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL. EROSION CONTROL MEASURES WILL RESULT IN ALL. CONSTRUCTION BEING STOPPED ON THE SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED PLANS.

33. GRADING PHASE NOTES:

33.1. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF IT'S NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES, AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.

33.2. EARTHWORK OPERATIONS IN THE VICINITY OF STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE BUFFER AREAS.

33.3. EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION, AND ALTER THE LOCATION OF EROSION CONTROL DEVICES ACCORDINGLY, ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.

33.4. THE CONTRACTOR SHALL ESTABLISH BARRIERS AT THE TOP OF ALL SLOPES UNDER CONSTRUCTION, CUT AND FILL SLOPES SHALL NOT EXCEED 2:1.

33.5. STORM DRAIN OUTLET PROTECTION SHALL BE PLACED AT ALL OUTLET HEADWALLS AS SOON AS THE HEADWALL IS CONSTRUCTED.

33.6. ALL DRAINAGE SWALES AND GRADED AREAS SHALL BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.

33.7. THE CONTRACTOR SHALL MAINTAIN THE SEDIMENT TRAP UNTIL PERMANENT GROUNDCOVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE POND WHEN IT REACHES ONE THIRD OF THE DEPTH OF THE BASIN.

33.8. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE, ALL DISTURBED AREAS LEFT MULCHED FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.

33.9. SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT, EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED HALF THE CAPACITY OF THE DEVICE, ADDITIONAL DEVICES MUST BE INSTALL.ED IF NEW CHANNELS HAVE DEVELOPED.

33.10. CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

33.11. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

33.12. FAILURE TO INSTALL OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES, WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

34. FINAL PHASE NOTES:

34.1. THE CONTRACTOR SHALL MAINTAIN THE SEDIMENT POND UNTIL PERMANENT GROUNDCOVER IS ESTABLISHED, SEDIMENT SHALL BE CLEANED OUT OF THE POND WHEN IT REACHES ONE THIRD OF THE DEPT OF THE BASIN.

34.2. ALL ROADWAY AND PARKING SHOULDERS SHOULD BE GRASSED AS SOON AS FINAL GRADE IS ACHIEVED.

34.3. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE, ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

34.4. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL. RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

34.5. UPON COMPLETION OF THE PROJECT AND RECEIPT OF THE CERTIFICAT

USGS QUADRANGLE MAP

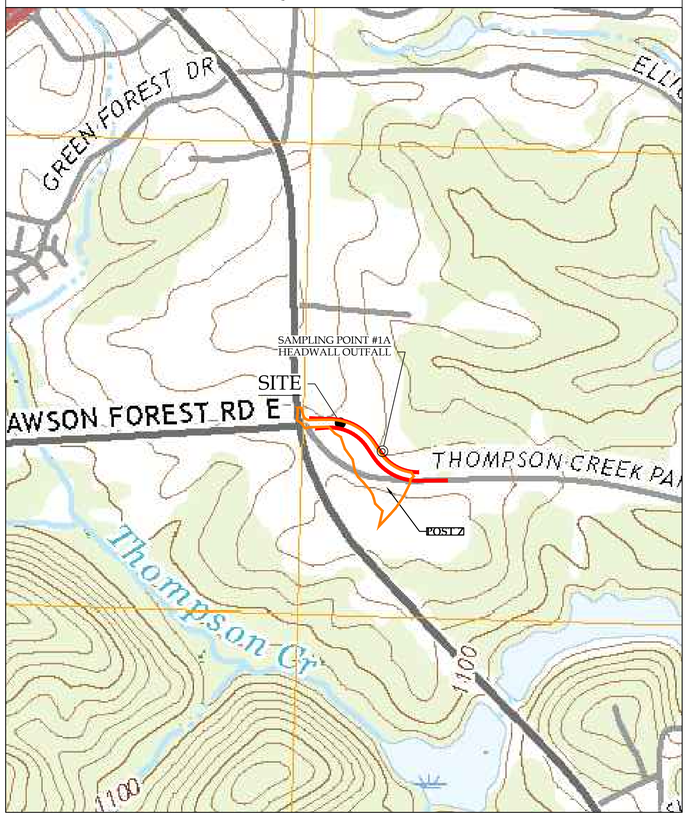


TABLE B1: EXISTING DRAINAGE BASIN LAND USE & AREA SUMMARY

BASIN	ONSITE CURVE NUMBER	OFFSITE CURVE NUMBER	COMPOSITE CURVE NUMBER	ONSITE AREA (ACRES)	OFFSITE AREA (ACRES)	TOTAL AREA (ACRES)
Z	0.0	71.6	71.6	0.00	3.52	3.52

TABLE B2: EXISTING DRAINAGE BASIN TIME OF CONCENTRATION SUMMARY

BASIN	SHEET FLOW	SHALLOW CONCENTRATED FLOW	OPEN CHANNEL/PIPE FLOW	TOTAL TIME OF CONCENTRATION
	(MINUTES)			
Z	9.9	1.1	0.0	10.9

TABLE C3: PROPOSED DRAINAGE BASIN LAND USE & AREA SUMMARY

BASIN	ONSITE CURVE NUMBER	OFFSITE CURVE NUMBER	COMPOSITE CURVE NUMBER	ONSITE AREA (ACRES)	OFFSITE AREA (ACRES)	TOTAL AREA (ACRES)
Z	0.0	78.6	78.6	0.00	6.33	6.33

TABLE C4: PROPOSED DRAINAGE BASIN TIME OF CONCENTRATION SUMMARY

BASIN	SHEET FLOW	SHALLOW CONCENTRATED FLOW	OPEN CHANNEL/PIPE FLOW	TOTAL TIME OF CONCENTRATION
	(MINUTES)			
Z	9.9	0.9	1.7	12.5

1. NAME OF RECEIVING WATERS AND WATERSHED INFORMATION:

1.1. THE SITE IS IN AN UPLAND OF THOMPSON CREEK. JURISDICTIONAL WETLANDS DO NOT OCCUR ON THIS PROJECT. THE SITE WAS NOT DESIGNED FOR ENCROACHMENT ON JURISDICTIONAL WETLANDS AND THEREFORE WILL NOT REQUIRE A PRE-CONSTRUCTION NOTIFICATION TO THE ARMY CORPS OF ENGINEERS AND WILL NOT REQUIRE WETLAND MITIGATION. THE SITE WAS NOT DESIGNED FOR ENCROACHMENT ON JURISDICTIONAL STREAMS AND THEREFORE WILL NOT REQUIRE A PRE-CONSTRUCTION NOTIFICATION TO THE ARMY CORPS OF ENGINEERS AND WILL NOT REQUIRE STREAM MITIGATION.

1.2. THE SITE DOES NOT DISCHARGE INTO A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OF DAWSON COUNTY AND THOMPSON CREEK DOES NOT RECEIVE THE DISCHARGE FROM THE MS4.

1.3. THE RECEIVING WATER(S) SUPPORTS WARM WATER FISHERIES.

1.4. DOWNSTREAM PROPERTIES COULD BE IMPACTED TO THE DISCHARGES RESULTING FROM THE PROPOSED SITE, HOWEVER POST-DEVELOPED STORM WATER PEAK FLOWS AND VELOCITIES ARE DESIGNED TO BE REDUCED AT ALL DISCHARGE POINTS FOR THE 2-100 YR RAIN EVENTS.

2. DISCHARGES INTO AN IMPAIRED STREAM SEGMENT:

2.1. THE PROPOSED SITE DOES NOT DISCHARGE DIRECTLY INTO AN IMPAIRED STREAM SEGMENT, OR WITHIN 1 LINEAR MILE UPSTREAM OF AND WITHIN THE SAME WATERSHED AS, ANY PORTION OF A BIOTA IMPAIRED STREAM SEGMENT.

2.2. A TMDL IMPLEMENTATION PLAN HAS NOT BEEN FINALIZED FOR THE IMPAIRED STREAM SEGMENT LISTED ABOVE WITHIN 6 MONTHS PRIOR TO SUBMITTAL OF THE NOI.

LAND DISTURBANCE ACTIVITY SCHEDULE

Activities begin **MARCH 2022**	Phase	Day	0	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52
Timber salvage operations*	INITIAL		■	■																									
Installation of construction exit, sediment barriers, and other perimeter controls			■	■	■																								
Clearing and grubbing of areas necessary for the installation of sediment retention basins and related structures			■	■	■	■																							
Installation of sediment retention basins and related structures			■	■	■	■	■																						
Clearing and grubbing of remaining areas					■	■	■	■																					
Rough grading and excavation	GRADING						■	■	■	■	■																		
Installation of stormwater management system			■	■	■	■	■	■	■			■																	
Permanent stabilization of areas at final grade and temporary stabilization of remaining areas									■	■	■	■	■																
Installation of curb and gutter													■	■	■	■	■												
Installation of gravel subbase for roads and parking areas (construction road stabilization)															■	■	■	■	■	■									
Utility activities	FINAL																	■	■	■	■	■	■						
Permanent stabilization/landscaping																			■	■	■	■	■	■	■	■	■	■	
Building construction and paving																				■	■	■	■	■	■	■	■	■	■
Removal of erosion and sediment control measures																												■	■
Final landscaping, grassing, etc., cleaning of storm drains																										■	■	■	■
Maintenance of Erosion Control Measures and temporary stabilization as is necessary			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

*Note: Timber salvage to be limited to cutting of trees and hauling trees offsite. No other land disturbance is allowed except that which is necessary to complete the installation of initial erosion control measures.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
EROSION, SEDIMENTATION, & POLLUTION CONTROL NOTES

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED No. 34140 PROFESSIONAL ENGINEER COREY R. GUTHERIE
REVISED
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.04

FILE: 20017P

DEFINITION
APPLYING PLANT RESIDUES OR OTHER SUITABLE MATERIALS, PRODUCED ON THE SITE IF POSSIBLE, TO THE SOIL SURFACE.

PURPOSE
- REDUCE RUNOFF AND EROSION
- TO MODIFY SOIL TEMPERATURE
- TO CONSERVE MOISTURE
- PREVENT SURFACE COMPACTION AND CRUSTING
- CONTROL UNDESIRABLE VEGETATION.
- INCREASE BIOLOGICAL ACTIVITY IN THE SOIL

INSTALLATION
- GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
- INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.
- LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.
- APPLY MULCH OR TEMPORARY GRASSING TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE.
- APPLICABLE TO GRADED OR CLEARED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDANT COVER.
- MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO 6 MONTHS.
- APPLY AT THE APPROPRIATE DEPTH. REFER TO TABLE 1 FOR SPECIFIC MATERIALS.

MULCHING APPLICATION REQUIREMENTS

MATERIAL	RATE	DEPTH
STRAW OR HAY	–	2" TO 4"
WOOD WASTE, CHIPS, SAWDUST, BARK	–	2" TO 3"
POLYETHYLENE FILM	SECURE WITH SOIL, ANCHORS, WEIGHTS	—
GEOTEXTILES, JUTE MATTING, NETTING, ETC..	SEE MANUFACTURE'S RECOMMENDATIONS	—

TABLE 1

MAINTENANCE
- MAINTAIN APPROPRIATE DEPTH AND 90% COVER.
- TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS.
- IF ANY AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED. REFER TO DS2 –DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING), DS3 – DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING), AND DS4 – DISTURBED AREA STABILIZATION (WITH SODDING).

Ds1

DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

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

PURPOSE
- REDUCE RUNOFF AND SEDIMENT DAMAGE OF DOWN–STREAM RESOURCES
- PROTECT THE SOIL SURFACE FROM EROSION
- IMPROVE WILDLIFE HABITAT
- IMPROVE AESTHETICS
- IMPROVE TILTH, INFILTRATION, AND AERATION AS WELL AS ORGANIC MATTER FOR PERMANENT PLANTINGS

INSTALATION
- APPLY MULCH OR TEMPORARY GRASSING TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE.
- APPLICABLE TO ROUGH GRADED AREAS THAT WILL BE EXPOSED FOR LESS THAN 6 MONTHS.
- COORDINATE WITH PERMANENT MEASURES TO ENSURE ECONOMICAL AND EFFECTIVE STABILIZATION.
- TAKE NOTE OF WHICH SPECIES ARE NOT APPROPRIATE FOR COMPANION CROP PLANTINGS.
- WHEN THE SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, SCARIFY THE SOIL IN ORDER TO PROVIDE A PLACE FOR THE SEED TO LODGE AND GERMINATE.
- APPLY AGRICULTURAL LIME AT THE RATE DETERMINED BY SOIL TEST PH.
- APPLY LIME BEFORE LAND PREPARATION AND INCORPORATE WITH A DISK, RIPPER, OR CHISEL.
- ON STEEP SLOPES, APPLY FERTILIZER HYDRAULICALLY.
- SELECT GRASS OR GRASS–LEGUME MIXTURES BASED ON THE AREA AND SEASON OF THE YEAR.
- APPLY SEED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTI–PACKER–SEEDER, OR HYDRAULIC SEEDER.
- THE APPROPRIATE DEPTH OF PLANTING IS 10X THE SEED DIAMETER.
- APPLY IRRIGATION AT A RATE THAT WILL NOT CAUSE RUNOFF AND EROSION. THOROUGHLY WET THE SOIL TO INSURE GERMINATION OF THE SEED.

MAINTENANCE
- RE–SEED AREAS WHERE AN ADEQUATE STAND OF TEMPORARY VEGETATION FAILS TO EMERGE.
- IF OPTIMUM CONDITIONS FOR TEMPORARY VEGETATION IS LACKING, MULCH CAN BE USED A SINGULAR EROSION CONTROL DEVICE.

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

Ds2

DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

SOME TEMPORARY PLANT SPECIES, SEEDING RATES AND PLANTING DATES

SPECIES	RATES PER 1000 SQ. FT.	RATES PER ACRE	PLATING DATES BY REGION M–L	P	C
BARLEY ALONE BARLEY IN MIXTURES	3.3 LBS. 0.6 LBS.	3 BU. 0.5 BU.	9/1–10/31	9/15–11/15	10/1–12/31
LESPEDEZA, ANNUAL LESPEDEZA IN MIXTURES	0.9 LBS. 0.2 LBS.	40 LBS. 10 LBS.	3/1–3/31	3/1–3/31	2/1–2/28
LOVEGRASS, WEEPING LOVEGRASS IN MIXTURES	0.1 LBS. 0.05 LBS.	4 LBS. 2 LBS.	4/1–5/31	4/1–5/31	3/1–5/31
MILLET, BROWNTOP MILLET IN MIXTURES	0.9 LBS. 0.2 LBS.	40 LBS. 10 LBS.	4/15–6/15	4/15–6/30	4/15–6/15
MILLET, PEARL	1.1 LBS.	50 LBS.	5/15–7/15	5/15–7/31	4/15–8/15
OATS ALONE OATS IN MIXTURES	2.99 LBS. 0.7 LBS.	4 BU. 1 BU.	9/15–11/15	9/15–11/15	9/15–11/15
RYE (GRAIN) ALONE RYE IN MIXTURES	3.9 LBS. 0.6 LBS.	3 BU. 0.5 BU.	8/15–10/31	9/15–11/30	10/1–12/31
RYEGRASS	0.9 LBS.	40 LBS.	8/15–11/15	9/1–12/15	9/15–12/31
SUDANGRASS	1.4 LBS.	60 LBS.	5/1–7/31	5/1–7/31	4/1–7/31
TRITICALE ALONE TRITICALE WITH MIXTURES	3.3 LBS. 0.6 LBS.	3 BU. 0.5 BU.	N/A	N/A	10/15–11/30
WHEAT ALONE WHEAT WITH MIXTURES	4.1 LBS. 0.7 LBS.	3 BU. 0.5 BU.	9/15–11/30	10/1–12/15	10/15–12/31

TABLE 1

1. UNUSUAL SITE CONDITIONS MAY REQUIRE HEAVIER SEEDING RATES.
2. SEEDING DATES MAY NEED TO BE ALTERED TO FIT TEMPERATURE VARIATIONS AND LOCAL CONDITIONS.
3. FOR MAJOR LAND RESOURCE AREAS (MLRAs), SEE INSTRUCTIONS FOR TACKIFIERS AND BINDERS.
4. SEEDING RATES ARE BASED ON PURE LIVE SEED (PLS).

FERTILIZER REQUIREMENTS FOR TEMPORARY VEGETATION

SPECIES	PLANTING YEAR	FERTILIZER (N–P–K)	RATE (LBS./ACRE)	N TOP DRESSING RATE (LBS./ACRE)
COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6–12–12 6–12–12 10–10–10	1500 1000 400	50–100 --- 30
COOL SEASON GRASSES & LEGUMES	FIRST SECOND MAINTENANCE	6–12–12 0–10–10 0–10–10	1500 1000 400	0–50 --- ---
TEMPORARY COVER CROPS SEEDED ALONE	FIRST	10–10–10	500	30
WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6–12–12 6–12–12 10–10–10	1500 800 400	50–100 50–100 30

TABLE 2

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDED AREAS SHALL ACHIEVE 75% TO 100% SOIL COVER. WHEN SELECTING A MULCH, DESIGN PROFESSIONALS SHOULD CONSIDER THE MULCH'S FUNCTIONAL LONGEVITY, VEGETATION ESTABLISHMENT ENHANCEMENT, AND EROSION CONTROL EFFECTIVENESS. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED:

1. DRY STRAW OR DRY HAY OF GOOD QUALITY AND FREE OF WEED SEEDS CAN BE USED. DRY STRAW SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. DRY HAY SHALL BE APPLIED AT A RATE OF 2 1/2 TONS PER ACRE.
2. WOOD CELLULOSE MULCH OR WOOD PULP FIBER SHALL BE USED WITH HYDRAULIC SEEDING. IT SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE. DRY STRAW OR DRY HAY SHALL BE APPLIED (AT THE RATE INDICATED ABOVE) AFTER HYDRAULIC SEEDING.
3. ONE THOUSAND POUNDS OF WOOD CELLULOSE OR WOOD PULP FIBER, WHICH INCLUDES A TACKIFIER, SHALL BE APPLIED WITH HYDRAULIC SEEDING ON SLOPES 3/4:1 OR STEEPER.
4. SERICEA LESPEDEZA HAY CONTAINING MATURE SEED SHALL BE APPLIED AT A RATE OF THREE TONS PER ACRE.
5. PINE STRAW OR PINE BARK SHALL BE APPLIED AT A THICKNESS OF 3 INCHES FOR BEDDING PURPOSES. OTHER SUITABLE MATERIALS IN SUFFICIENT QUANTITY MAY BE USED WHERE ORNAMENTALS OR OTHER GROUND COVERS ARE PLANTED. THIS IS NOT APPROPRIATE FOR SEEDED AREAS.
6. WHEN USING TEMPORARY EROSION CONTROL BLANKETS OR BLOCK SOD, MULCH IS NOT REQUIRED.
7. BITUMINOUS TREATED ROVING MAY BE APPLIED ON PLANTED AREAS, SLOPES, IN DITCHES OR DRY WATERWAYS TO PREVENT EROSION. BITUMINOUS TREATED ROVING SHALL BE APPLIED WITHIN 24 HOURS AFTER AN AREA HAS BEEN PLANTED. APPLICATION RATES AND MATERIALS MUST MEET GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

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

APPLYING MULCH
- WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.
- DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
- IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20–30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.
- APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH
- STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK." DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION.
- STRAW OR HAY MULCH SPREAD WITH SPECIAL BLOWER–TYPE EQUIPMENT MAY BE ANCHORED. TACKIFIERS, BINDERS AND HYDRAULIC MULCH WITH TACKIFIER SPECIFICALLY DESIGNED FOR TACKING STRAW CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. PLEASE REFER TO SPECIFICATION TAC – TACKIFERS. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.
- POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

Ds1 Ds3

MULCHING

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

PURPOSE
- PROTECT THE SOIL SURFACE FROM EROSION
- REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWN–STREAM AREAS
- IMPROVE WILDLIFE HABITAT AND VISUAL RESOURCES
- IMPROVE AESTHETICS

INSTALLATION
- USE CONVENTIONAL PLANTING METHODS WHERE POSSIBLE.
- FINAL STABILIZATION MEANS THAT 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMLY COVERED LANDSCAPING MATERIALS IN PLANNED LANSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES.
- SELECT PLANTS SPECIES BASED ON SITE AND SOIL CONDITIONS, PLANNED USE AND MAINTENANCE OF THE AREA, TIME OF YEAR, METHOD OF PLANTING, AND THE NEEDS OF THE LAND USER. (REFER TO TABLE 1)
- APPLY AGRICULTURAL LIME AT A RATE OF 1–2 TONS/ACRE UNLESS SOIL TESTS INDICATE OTHERWISE. PLEASE REFER TO TABLE 2 FOR INITIAL FERTILIZATION, NITROGEN, TOPDRESSING, AND MAINTENANCE FERTILIZER REQUIREMENTS FOR EACH SPECIES.
- APPLY SEED HYDRAULICALLY, IF USING CONVENTIONAL METHODS, USE A CULTI–PACKER SEEDER, DRILL, ROTARY SEEDER, OR BY HAND.
- COVER THE SEED LIGHTLY WITH 1/8"–1/4"OF SOIL FOR SMALL SEED AND 1/2"–1"OF SOIL FOR LARGE SEED WHEN USING A CULTIPACKER.
- CHECK SEED TAGS FOR % GERMINATION & % PURITY IN ORDER TO CALCULATE PURE LIVE SEED (PLS), WHICH IS THE PERCENTAGE OF THE SEEDS THAT ARE PURE AND WILL GERMINATE.
- MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. PLEASE REFER TO DS1 FOR APPLICATION RATES AND ANCHORING METHODS FOR DIFFERENT MATERIALS.
- IRRIGATE WHEN THE SOIL IS DRY AND AT A RATE THAT WILL NOT CAUSE RUNOFF.

MAINTENANCE
- RE–SEED AREAS WHERE AN ADEQUATE STAND OF VEGETATION FAILS TO EMERGE OR WHERE A POOR STAND EXISTS.
- MAINTAIN AT LEAST 6"OF TOP GROWTH UNDER ANY USE AND MANAGEMENT.
- EXCLUDE TRAFFIC UNTIL THE PLANTS ARE WELL ESTABLISHED. PLEASE REFER TO TABLE 2 FOR SECOND YEAR AND MAINTENANCE FERTILIZER RATES.
- APPLY ONE TON OF AGRICULTURAL LIME EVERY 4–6 YEARS OR AS INDICATED BY SOIL TESTS.
- MOW BERMUDAGRASS, BAHIAGRASS, AND TALL FESCUE AS DESIRED.
- MOW SERICEA LESPEDEZA ONLY AFTER FROST TO ENSURE THAT THE SEEDS ARE MATURE.

Ds3

DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING)

SOME PERMANENT PLANT SPECIES, SEEDING RATES, AND PLANTING DATES

SPECIES	RATES PER ACRE	RATES PER 1,000 SQ. FT.	PLANTING DATES BY REGION M–L	P	C	REMARKS
BAHIA, PENSACOLA ALONE OR WITH TEMPORARY COVER WITH OTHER PERENNIALS	60 LBS. 30 LBS.	1.4 LBS. 0.7 LB.	---	4/1–5/31	3/1–5/31	LOW GROWING; SOD PRODUCING; WILL SPREAD INTO BERMUDA LAWNS
BAHIA, WILMINGTON ALONE OR WITH TEMPORARY COVER WITH OTHER PERENNIALS	60 LBS. 30 LBS.	1.4 LBS. 0.7 LB.	3/15–5/31	3/1–5/31	---	SAME AS ABOVE
BERMUDA, COMMON (HULLED SEED) ALONE WITH OTHER PERENNIALS	10 LBS. 6 LBS.	0.2 LB. 0.1 LB.	---	4/1–5/31	3/15–5/31	QUICK COVER; LOW GROWING; SOD FORMING; NEEDS FULL SUN
BERMUDA, COMMON (UNHULLED SEED) WITH TEMPORARY COVER WITH OTHER PERENNIALS	10 LBS. 6 LBS.	0.2 LB. 0.1 LB.	---	10/1–2/28	11/1–1/31	PLANT WITH WINTER ANNUALS; PLANT WITH TALL FESCUE
BERMUDA SPRIGS COMMON LAWN AND FORAGE HYBRIDS	40 CU. FT. SOD PLUGS 3"X3"	0.9 CU. FT.	4/15–6/15	4/1–6/15	4/1–5/31	1 CU. FT.=650 SPRIGS; 1 BU.=1.25 CU. FT. OR 800 SPRIGS
CENTIPEDE	BLOCK SOD ONLY	BLOCK SOD ONLY	–	11/1–5/31	11/1–5/31	DROUGHT TOLERANT, FULL SUN OR PARTIAL SHADE
CROWN VETCH WITH WINTER ANNUALS OR COOL SEASON GRASSES	15 LBS.	0.3 LB.	9/1–10/15	9/1–10/15	---	MIX WITH 30 LBS. TALL FESCUE OR 15 LBS. RYE; INOCULATE SEED; PLANT ONLY NORTH OF ATLANTA
FESCUE, TALL ALONE WITH OTHER PERENNIALS	50 LBS. 30 LBS.	1.1 LBS. 0.7 LB.	3/1–4/15 OR 8/15–10/15	9/1–10/15	---	CAN BE MIXED WITH PERENNIALS LESPEDEZAS OR CROWN VETCH; NOT FOR DROUGHTY SOILS OR HEAVY USE AREAS

TABLE 1

SOME PERMANENT PLANT SPECIES, SEEDING RATES, AND PLANTING DATES

SPECIES	RATES PER ACRE	RATES PER 1,000 SQ. FT.	PLANTING DATES BY REGION M–L	P	C	REMARKS
LESPEDEZA, SERICEA SCARIFIED	60 LBS.	1.4 LBS.	4/1–5/31	3/15–5/31	3/1–5/15	WIDELY ADAPTED AND LOW MAINTENANCE; TAKES 2–3 YEARS TO ESTABLISH; INOCULATE SEED WITH EL INOCULANT; MIX WITH WEEPING LOVEGRASS, COMMON BERMUDA, BAHIA, OR TALL FESCUE
UNSCARIFIED SEED–BEARING HAY	75 LBS. 3 TONS	1.7 LBS. 138 LBS.	9/1–2/28 10/1–2/28	9/1–2/28 10/1–1/31	9/1–2/28 10/15–1/15	MIX WITH TALL FESCUE OR WINTER ANNUALS CUT WHEN SEED IS MATURE BUT BEFORE IT SHATTERS; ADD TALL FESCUE OR WINTER ANNUALS
LESPEDEZA, AMBRO VIRGATA OR APPALOW SCARIFIED UNSCARIFIED	60 LBS. 75 LBS.	1.4 LBS. 1.7 LBS.	4/1–5/31 9/1–2/28	3/15–5/31 9/1–2/28	3/1–5/15 9/1–2/28	SPREADING GROWTH WITH HEIGHT OF 18"–24"; GOOD IN URBAN AREAS; SLOW TO DEVELOP GOOD STANDS; MIX WITH WEEPING LOVEGRASS, COMMON BERMUDA, BAHIA TALL FESCUE OR WINTER ANNUALS; DO NOT MIX WITH SERICEA LESPEDEZA; INOCULATE SEED WITH EL INOCULATE
LESPEDEZA, SHRUB (LESPEDEZA, BICOLOR OR LESPEDEZA THUMBERGII) PLANTS	3'X3' SPACING		10/1–3/31	11/1–3/15	11/15–2/28	PLANT IN SMALL CLUMPS FOR WILDLIFE FOOD AND COVER
LOVEGRASS, WEEPING ALONE WITH OTHER PERENNIALS	4 LBS. 2 LBS.	0.1 LB. 0.05 LB.	4/1–5/31	3/15–5/31	3/1–5/31	QUICK COVER; DROUGHT TOLERANT; GROWS WELL WITH SERICEA LESPEDEZA ON ROAD–BANKS AND OTHER STEEP SLOPES; SHORT LIVED

TABLE 1 (CONT.)

SOME PERMANENT PLANT SPECIES, SEEDING RATES, AND PLANTING DATES

SPECIES	RATES PER ACRE	RATES PER 1,000 SQ. FT.	PLANTING DATES BY REGION M–L	P	C	REMARKS
MAIDENCANE SPRIGS	2'X3' SPACING		2/1–3/31	2/1–3/31	2/1–3/31	FOR VERY WET SITES SUCH AS RIVERBANKS AND SHORELINES; DIG SPRIGS LOCALLY
PANICGRASS, ATLANTIC COASTAL	20 LBS.	0.5 LB.	---	3/1–4/30	3/1–4/30	GROWS WELL ON COASTAL SAND DUNES; MIX WITH SERICEA LESPEDEZA BUT NOT ON SAND DUNES
REED CANARY GRASS WITH OTHER PERENNIALS	50 LBS. 30 LBS.	1.1 LBS. 0.7 LBS.	8/15–10/15	9/1–10/15	---	GROWS SIMILAR TO TALL FESCUE; FOR WET SITES
SUNFLOWER, AZTEC MAXIMILLIAN	10 LBS.	0.2 LB.	4/15–5/31	4/15–5/31	4/1–5/31	MIX WITH WEEPING LOVEGRASS OR OTHER LOW GROWING GRASSES OR LEGUMES

TABLE 1 (CONT.)

1. RATES ARE FOR BROADCASTED SEED. IF A SEED DRILL IS USED, REDUCE THE RATES BY ONE–HALF.
2. PLS IS AN ABBREVIATION FOR PURE LIVE SEED.
3. SEEDING RATES ARE BASED ON PURE LIVE SEEDS (PLS).

FERTILIZER REQUIREMENTS FOR PERMANENT VEGETATION

TYPES OF SPECIES	PLANTING YEAR	FERTILIZER (N–P–K)	RATE (LBS./ACRE)	N TOP DRESSING RATE (LBS./ACRE)
COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6–12–12 6–12–12 10–10–10	1500 1000 400	50–100 --- 30
COOL SEASON GRASSES AND LEGUMES	FIRST SECOND MAINTENANCE	6–12–12 0–10–10 0–10–10	1500 1000 400	0–50 --- ---
WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6–12–12 6–12–12 10–10–10	1500 800 400	50–100 50–100 30
WARM SEASON GRASSES AND LEGUMES	FIRST SECOND MAINTENANCE	6–12–12 0–10–10 0–10–10	1500 1000 400	50 --- ---

TABLE 2

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

PURPOSE
- ESTABLISH IMMEDIATE GROUND COVER
- REDUCE RUNOFF AND EROSION
- IMPROVE AESTHETICS AND LAND VALUE
- REDUCE DUST AND SEDIMENTS
- STABILIZE WATERWAYS AND CRITICAL AREAS
- FILTER SEDIMENTS, NUTRIENTS AND BUGS
- REDUCE DOWNSTREAM COMPLAINTS
- REDUCE LIKELIHOOD OF LEGAL ACTION
- REDUCE LIKELIHOOD OF WORK STOPPAGE DUE TO LEGAL ACTION
- INCREASE 'GOOD NEIGHBOR'BENEFITS

INSTALATION
- BRING SOIL SURFACE TO FINAL GRADE. CLEAR SURFACE OF TRASH, WOODY DEBRIS, STONES AND CLODS LARGER THAN 1". APPLY SOD TO SOIL SURFACES ONLY AND NOT FROZEN SURFACES, OR GRAVEL TYPE SOILS.
- TOPSOIL PROPERLY APPLIED WILL HELP GUARANTEE A DON'T USE TOPSOIL RECENTLY TREATED WITH HERBICIDES OR SOIL STERILANTS.
- MIX FERTILIZER INTO SOIL SURFACE. FERTILIZE BASED ON SOIL TESTS OR TABLE 1. FOR FALL PLANTING OF WARM SEASON SPECIES, HALF THE FERTILIZER SHOULD BE APPLIED AT PLANTING AND THE OTHER HALF IN THE SPRING.
- AGRICULTURAL LIME SHOULD BE APPLIED BASED ON SOIL TESTS OR AT A RATE OF 1–2 TONS/ACRE.
- LAY SOD WITH TIGHT JOINTS AND IN STRAIGHT LINES. DON'T OVERLAP JOINTS. STAGGER JOINTS AND DO NOT STRETCH SOD.
- ON SLOPES STEEPER THAN 3:1, SOD SHOULD BE ANCHORED WITH PINS OR OTHER APPROVED METHODS.
- INSTALLED SOD SHOULD BE ROLLED OR TAMPED TO PROVIDE GOOD CONTACT BETWEEN SOD AND SOIL.
- IRRIGATE SOD AND SOIL TO A DEPTH OF 4"IMMEDIATELY AFTER INSTALLATION.
- SOD SHOULD NOT BE CUT OR SPREAD IN EXTREMELY WET OR DRY WEATHER.
- IRRIGATION SHOULD BE USED TO SUPPLEMENT RAINFALL FOR A MINIMUM OF 2–3 WEEKS.

MATERIALS
- SOD SELECTED SHOULD BE CERTIFIED. SOD GROWN IN THE GENERAL AREA OF THE PROJECT IS DESIRABLE.
- SOD SHOULD BE MACHINE CUT AND CONTAIN 3/4"(+ OR – 1/4") OF SOIL, NOT INCLUDING SHOOTS OR THATCH.
- SOD SHOULD BE CUT TO THE DESIRED SIZE WITHIN ±5%. TORN OR UNEVEN PADS SHOULD BE REJECTED.
- SOD SHOULD BE CUT AND INSTALLED WITHIN 36 HOURS OF DIGGING.
- AVOID PLANTING WHEN SUBJECT TO FROST HEAVE OR HOT WEATHER, IF IRRIGATION IS NOT AVAILABLE.
- THE SOD TYPE SHOULD BE SHOWN ON THE PLANS OR INSTALLED ACCORDING TO TABLE 2.

MAINTENANCE
- RE–SOD AREAS WHERE AN ADEQUATE STAND OF SOD IS NOT OBTAINED.
- NEW SOD SHOULD BE MOWED SPARINGLY. GRASS HEIGHT SHOULD NOT BE CUT LESS THAN 2"–3"OR AS SPECIFIED.
- APPLY ONE TON OF AGRICULTURAL LIME AS INDICATED BY SOIL TEST OR EVERY 4–6 YEARS.
- FERTILIZE GRASSES IN ACCORDANCE WITH SOIL TESTS OR TABLE 3.

Ds4

DISTURBED AREA STABILIZATION (WITH SODDING)

FERTILIZER REQUIREMENTS FOR SOIL SURFACE APPLICATION

FERTILIZER TYPE	FERTILIZER RATE (LBS./ACRE)	FERTILIZER RATE (LBS./SQ. FT.)	SEASON
10–10–10	1000	.025	FALL

TABLE 1

SOD PLANTING REQUIREMENTS

GRASS	VARIETIES	RESOURCE AREA	GROWING SEASON
BERMUDA	COMMON TIFWAY TIFGREEN TIFLAWN	M–L,P,C P,C P,C P,C	WARM WEATHER
BAHIA	PENSACOLA	P,C	WARM WEATHER
CENTIPEDE	---	P,C	WARM WEATHER
ST. AUGUSTINE	COMMON BITTERBLUE RALEIGH	C	WARM WEATHER
ZOYSIA	EMERALD MYER	P,C	WARM WEATHER
TALL FESCUE	KENTUCKY 31	M–L,P	COOL WEATHER

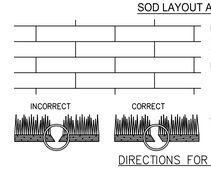
TABLE 2

FERTILIZER REQUIREMENTS FOR SOD

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

TABLE 3

SOD LAYOUT AND PREPARATION



LAY SOD IN A STAGGERED PATTERN. BUTT THE STRIPS TIGHTLY AGAINST EACH OTHER. DO NOT LEAVE SPACES AND DO NOT OVERLAP. A SHARPENED MASON'S TROWEL IS A HANDY TOOL FOR TUCKING DOWN THE ENDS AND TRIMMING PIECES.

BUTTING: ANGLED ENDS CAUSED BY THE AUTOMATIC SOD CUTTER MUST BE MATCHED CORRECTLY.

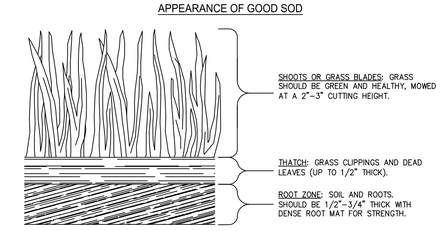
DIRECTIONS FOR INITIAL MAINTENANCE

Step 1. ROLL SOD IMMEDIATELY TO ACHIEVE FIRM CONTACT WITH THE SOIL

Step 2. WATER TO A DEPTH OF 4" AS NEEDED. WATER WELL AS SOON AS THE SOD IS LAID.

Step 3. MOW WHEN THE SOD IS ESTABLISHED -- IN 2–3 WEEKS. SET THE MOWER HIGH (2"–3").

APPEARANCE OF GOOD SOD



ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
GEORGIA 400 INDUSTRIAL PARK, INC.
6840 BENNETT RD.
CUMMING, GA 30188

24-HOUR CONTACT:
AARON VANDERSTAPPEN
678-366-6470

PROJECT:
ENCLAVE AT DAWSON FOREST

LOCATED IN:
LAND LOTS 342, 343, 374, 375
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
EROSION, SEDIMENTATION, & POLLUTION CONTROL DETAILS

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

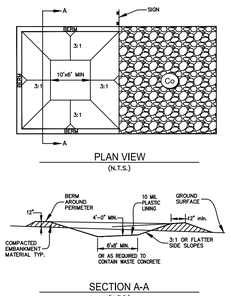
SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET:
G6.05

FILE: 20017P

CONCRETE WASHDOWN



CONCRETE WASHOUT AREA INSTALLATION NOTES:

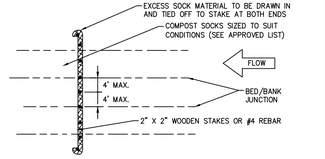
1. SEE PLAN VIEW FOR:
   – LOCATIONS OF CONCRETE WASHOUT AREA.
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. EXCAVATED MATERIAL SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION.

CONCRETE WASHOUT AREA MAINTENANCE NOTES:

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. UPON ITS COMPLETION OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE DRILL SEEDED AND CRIMP MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL AUTHORITIES.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.

Cd-Fs COMPOST SOCKS FOR CHECK DAMS

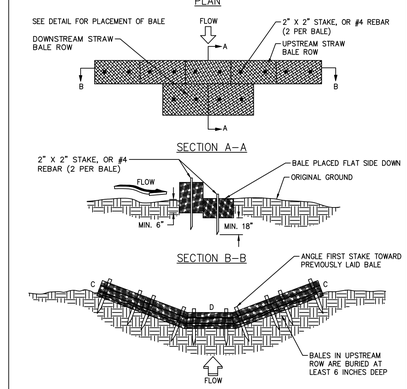
TYPICAL PLAN



NOTES:
1. ALL MATERIAL TO MEET SPECIFICATIONS.
2. PLACE ONE STAKE AT THE CENTER OF THE DITCH/CHANNEL. ALSO PLACE STAKES AT THE BED/BANK JUNCTION AND AT END OF THE DEVICE NOT SPACED MORE THAN 4 FEET APART.
3. SEDIMENT SHOULD BE REMOVED FROM BEHIND THE CHECK DAM ONCE THE ACCUMULATED HEIGHT HAS REACHED ½ THE HEIGHT OF THE CHECK DAM.
4. CHECK DAMS CAN BE DIRECT SEEDED AT THE TIME OF INSTALLATION.
5. MINIMUM STAKING DEPTH FOR SAND, SILT, AND CLAY SHALL BE 18".

Cd-Hb TYPICAL STRAW BALE CHECK DAM

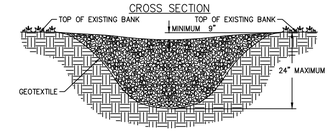
PLAN



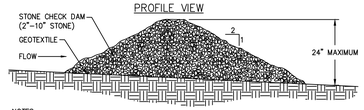
NOTES:
1. BALES SHOULD BE BOUND WITH WIRE OR NYLON STRING AND SHOULD BE PLACED IN ROWS WITH BALE ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
2. REMOVE #4 REBAR AFTER STRAW BALES ARE NO LONGER IN PLACE.
3. POINT C OF SECTION B–B SHOULD ALWAYS BE HIGHER THAN POINT D.

Cd-S STONE CHECK DAM

CROSS SECTION



PROFILE VIEW



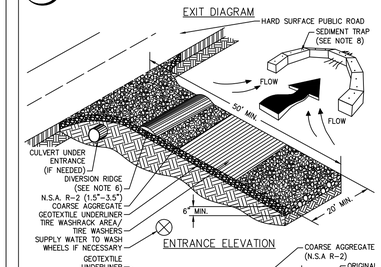
NOTES:
1. CHECK DAMS ARE TO BE USED ONLY IN SMALL OPEN CHANNELS (THEY ARE NOT TO BE USED IN LIVE STREAMS).
2. THE DRAINAGE AREA FOR STONE CHECK DAMS SHALL NOT EXCEED TWO ACRES.
3. THE CENTER OF THE CHECK DAM MUST BE AT LEAST 9 INCHES LOWER THAN THE OUTER EDGES.
4. THE DAM HEIGHT SHOULD BE A MAXIMUM OF 2 FEET FROM CENTER TO RIM EDGE.
5. THE SIDE SLOPES OF THE CHECK DAM SHALL NOT EXCEED A 2:1 SLOPE.
6. GEOTEXTILE SHALL BE USED TO PREVENT THE MITIGATION OF SUBGRADE SOIL PARTICLES INTO THE STONES (REFER TO AASHTO M288–96, SECTION 7.3, TABLE 3).

SPACING BETWEEN CHECK DAMS

A = THE TOE OF THE UPSTREAM CHECK DAM.
B = TOP OF THE DOWNSTREAM CHECK DAM.
L = THE DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION.

Co CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM

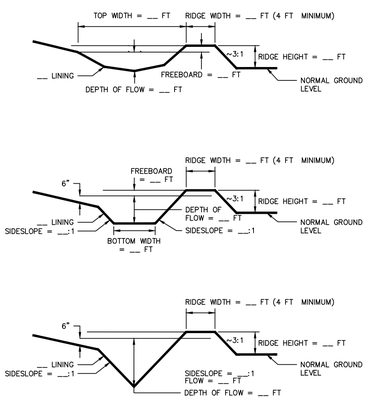


ENTRANCE ELEVATION

NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R–2 (1.5"–3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS–OF–WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

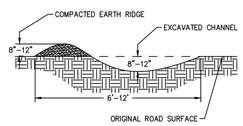
Di DIVERSION

SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN



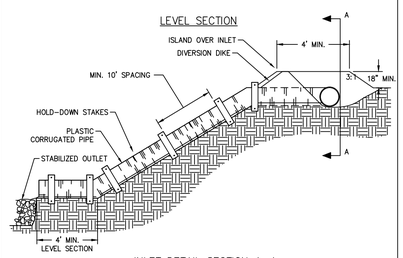
Di TYPICAL DIVERSION ACROSS ROAD

CROSS SECTION

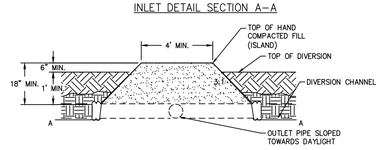


Dn1 DOWNDRAIN PIPE AND INLET DETAIL

LEVEL SECTION



INLET DETAIL SECTION A–A



MAKE ALL PIPE CONNECTIONS WATERTIGHT AND SECURE SO THAT THE JOINTS WILL NOT SEPARATE IN USE.

Du DUST CONTROL ON DISTURBED AREAS

DEFINITION
CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADS AND DEMOLITION SITES.

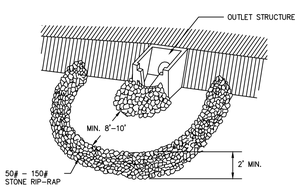
PURPOSE
– TO PREVENT SURFACE AND AIR MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES.
– TO REDUCE THE PRESENCE OF AIRBORNE SUBSTANCES THAT MAY BE HARMFUL OR INJURIOUS TO HUMAN HEALTH, WELFARE, OR SAFETY, OR TO ANIMALS OR PLANT LIFE.

CONDITIONS
THIS PRACTICE IS APPLICABLE TO AREAS SUBJECT TO SURFACE AND AIR MOVEMENT OF DUST WHERE ON AND OFF–SITE DAMAGE MAY OCCUR WITHOUT TREATMENT.

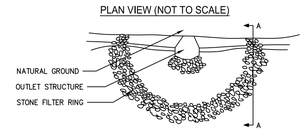
METHODS AND MATERIALS
A. TEMPORARY METHODS
   MULCHES.
      SEE STANDARD DS1 – DISTURBED AREA STABILIZATION (WITH MULCHING ONLY). SYNTHETIC RESINS MAY BE USED INSTEAD OF ASPHALT TO BIND MULCH MATERIAL. REFER TO SPECIFICATION TAC – TACKIFIERS. RESINS SHOULD BE USED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
   VEGETATIVE COVER.
      SEE SPECIFICATION DS2 – DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING).
   SPRAY–ON ADHESIVES.
      THESE ARE USED ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS). KEEP TRAFFIC OFF THESE AREAS. REFER TO SPECIFICATION TAC – TACKIFIERS.
   TILLAGE.
      THIS PRACTICE IS DESIGNED TO ROUGHEN AND BRING CLODS TO THE SURFACE. IT IS AN EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE WIND EROSION STARTS. BEGIN PLOWING ON WINDWARD SIDE OF SITE. CHISEL–TYPE PLOWS SPACED ABOUT 12 INCHES APART, SPRING–TOOTHED HARROWS, AND SIMILAR PLOWS ARE EXAMPLES OF EQUIPMENT THAT MAY PRODUCE THE DESIRED EFFECT.
   IRRIGATION.
      THIS IS GENERALLY DONE AS AN EMERGENCY TREATMENT. SITE IS SPRINKLED WITH WATER UNTIL THE SURFACE IS WET. REPEAT AS NEEDED.
   BARRIERS.
      SOLID BOARD FENCES, SNOWFENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY AND SIMILAR MATERIAL CAN BE USED TO CONTROL AIR CURRENTS AND SOIL BLOWING. BARRIERS PLACED AT RIGHT ANGLES TO PREVAILING CURRENTS AT INTERVALS OF ABOUT 15 TIMES THEIR HEIGHT ARE EFFECTIVE IN CONTROLLING WIND EROSION.
   CALCIUM CHLORIDE.
      APPLY AT RATE THAT WILL KEEP SURFACE MOIST. MAY NEED RETREATMENT.
B. PERMANENT METHODS
   PERMANENT VEGETATION.
      SEE SPECIFICATION DS3 – DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION). EXISTING TREES AND LARGE SHRUBS MAY AFFORD VALUABLE PROTECTION IF LEFT IN PLACE.
   TOPSOILING.
      THIS ENTAILS COVERING THE SURFACE WITH LESS EROSIVE SOIL MATERIAL. SEE SPECIFICATION TP – TOPSOILING.
   STONE.
      COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL. SEE SPECIFICATION CR – CONSTRUCTION ROAD STABILIZATION.

Fr STONE FILTER RING

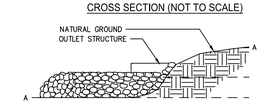
PERSPECTIVE VIEW



PLAN VIEW (NOT TO SCALE)

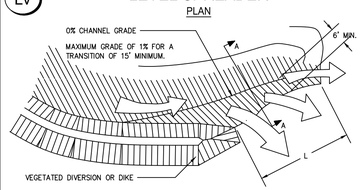


CROSS SECTION (NOT TO SCALE)

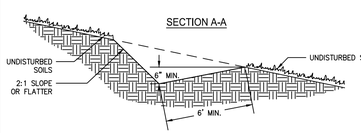


Lv LEVEL SPREADER

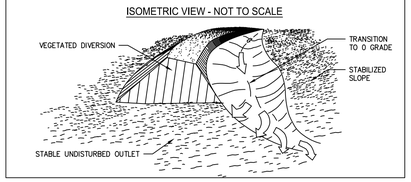
PLAN



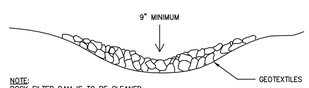
SECTION A-A



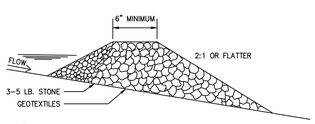
ISOMETRIC VIEW - NOT TO SCALE



Rd ROCK FILTER DAM



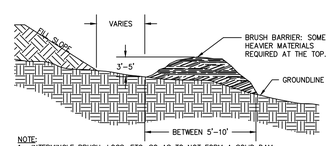
NOTE:
ROCK FILTER DAM IS TO BE CLEANED OUT WHEN VOLUME BECOMES HALF FULL.



NOTE:
ROCK SIZE DETERMINED ACCORDING TO SPECIFICATIONS SET FORTH IN APPENDIX C.

Sd1-BB SEDIMENT BARRIERS

BRUSH BARRIER SECTION

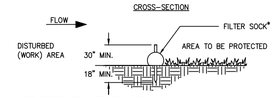


NOTE:
1. INTERMINGLE BRUSH, LOGS, ETC. SO AS TO NOT FORM A SOLID DAM.
2. BRUSH SHOULD BE WIND–ROWED ON THE CONTOUR AS CLOSE AS POSSIBLE.
3. MINIMUM BASE WIDTH FOR BARRIER SHALL BE 5 FEET AND SHOULD BE NO WIDER THAN 10 FEET. THE HEIGHT OF THE BARRIER SHOULD BE BETWEEN 3' AND 5'.
4. A COMMERCIALLY AVAILABLE FILTER FABRIC MAY BE PLACED ON THE SIDE OF THE BRUSH BARRIER RECEIVING SEDIMENT–LADEN RUNOFF FOR ADDED FILTER CAPACITY (LOWER EDGE MUST BE BURIED IN A 6 INCH DEEP TRENCH AND THE UPPER EDGE MUST BE FASTENED TO THE BRUSH BARRIER).

Sd1 EROSION AND SEDIMENT CONTROL

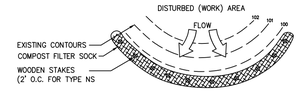
TYPE B COMPOST FILTER SOCK

CROSS–SECTION



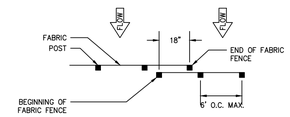
NOTE: FILTER SOCK SIZED TO SUIT CONDITIONS AND AT LEAST 18" DIA (SEE EQUIVALENT LIST)

PLAN



Sd1 FASTENERS FOR SILT FENCES

OVERLAP AT FABRIC ENDS



TOP VIEW – NOT TO SCALE

FRONT VIEWS – NOT TO SCALE

NOTES:
1. THE FABRIC AND WIRE SHOULD BE SECURELY FASTENED TO POSTS AND FABRIC ENDS MUST BE OVERLAPPED A MINIMUM OF 18" OR WRAPPED TOGETHER AROUND A POST TO PROVIDE A CONTINUOUS FABRIC BARRIER.

ENSITE CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
GEORGIA 400 INDUSTRIAL PARK, INC.
6840 BENNETT RD.
CUMMING, GA 30188

24-HOUR CONTACT:
AARON VANDERSTAPPEN
678-366-6470

PROJECT:
ENCLAVE AT DAWSON FOREST

LOCATED IN:
LAND LOTS 342, 343, 374, 375
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
EROSION, SEDIMENTATION, & POLLUTION CONTROL DETAILS

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 36889 COREY M. GUTHERIE
NOT FOR CONSTRUCTION
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000002067
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

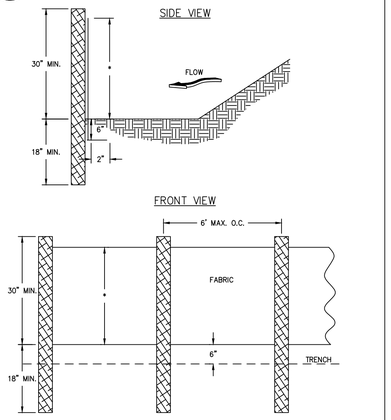
SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET:
G6.06

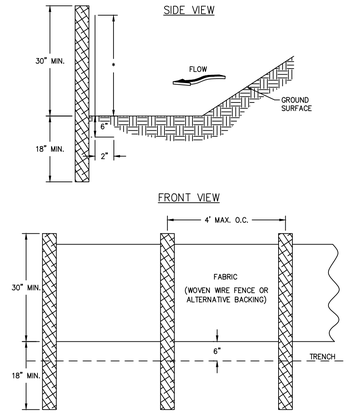
FILE: 20017P

Sd1-NS SILT FENCE - NON-SENSITIVE (TYPES A & B)



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

Sd1-S SILT FENCE - SENSITIVE (TYPE C)



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

ErosionTech

C-POP Sediment Barrier System

The Only DOT Approved alternate to Type C Silt Fence

C-POP (Polypropylene On Polypropylene) Silt Fence is a unique silt fence system designed as an alternative to Type C Silt Fence (steel posts with wire reinforcement). This silt fence system is designed to be used as a temporary sediment barrier structure for use in areas where runoff flows or velocities are particularly high or where slopes exceed a vertical height of 10 feet or other situations where high performance erosion control is warranted.

Construction: This sediment barrier system combines high flow, GA-D.O.T and GSWC approved, sediment retention fabric, sewn together with a heavy duty, high performance polypropylene reinforcement grid. The posts are pre-attached to the reinforced fabric four feet apart by a specially designed staple pattern. The posts consist of a hard wood stake measuring no less than four feet in length by 2 inches by 2 inches. The fabric and the reinforcement grid, bound together, are thirty six inches in height and designed to be trenched into the ground together, up to six inches.

Installation: A six inch trench is dug where silt fence is to be placed. The posts are driven into the ground at a depth that allows the first marker line on the fabric to reach the top of the trench, or ground level. This should place the fabric six inches into the ground or trench. Continue to drive all of the posts to the same depth keeping fabric stretched and tight. Back fill the trench with remaining soil.

Physical Properties of CFG Style GFF, GA D.O.T and GSWC approved Filter Fabric:

Property Tensile Strength (Warp x Fill)	Test Method ASTM D-4632	Min Avg Rdl Value 260 lb x 180 lb
Elongation	ASTM D-4632	25%
Mullen Burst	ASTM D-3786	250 psi
Puncture	ASTM D-4833	120 lb
Trapezoid Tear	ASTM D-4533	65 lb
UV Resistance	ASTM D-4355	80% @ 500 hrs
AOS	ASTM D-4751	#30
Flow Rate	ASTM D-4491	70 Gal/Min/Sq ft
Fungus Resistance	ASTM G-21	0 Growth
Width		36 Inch
Physical Properties of Conwed		1 Grid
Average Weight	R02659-XXX Reinforcement	10.0 +/-PMSF
Average Strand Count	ASTM D-3776	9.0 +/-per 10" MD
13 +/-.7 per 10" TD	ASTM D-3775	
Average Tensile Strength		MD+ 57.0 +/-9.0 b / 3 Strands
TD+ 73.0 +/-10.0 lb / 4	ASTM 1682	
Color		Blk
Resin		Polypropylene

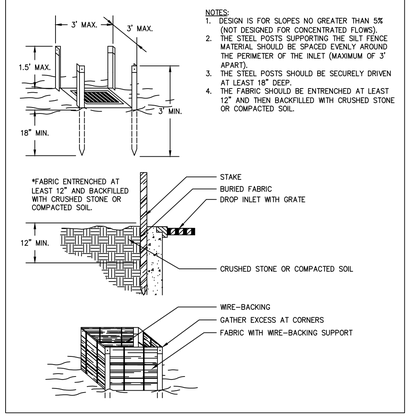
ErosionTech
www.erosiontechusa.com

For more information, contact:
105 Plant Camellia Road
Juliette, GA 31046
478.994.6009

314-C Industrial Park Drive
Waynesville, NC 28786
828.452.6900

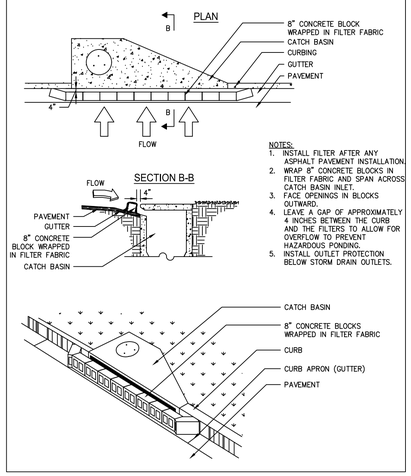
Sd2-F FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

STEEL FRAME AND TYPE C SILT FENCE INSTALLATION



NOTES:
1. DESIGN IS FOR SLOPES NO GREATER THAN 5% (NOT DESIGNED FOR CONCENTRATED FLOWS).
2. THE STEEL POSTS SUPPORTING THE SILT FENCE MATERIAL SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET (MAXIMUM OF 3' APART).
3. THE STEEL POSTS SHOULD BE SECURELY DRIVEN AT LEAST 18" DEEP.
4. THE FABRIC SHOULD BE ENTRENCHED AT LEAST 12" AND THEN BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL.

Sd2-P CURB INLET FILTER "PIGS IN BLANKET"

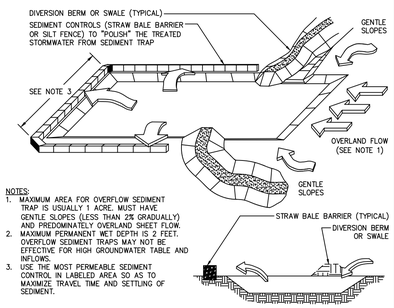


NOTES:
1. INSTALL FILTER AFTER ANY ASPHALT PAVEMENT INSTALLATION.
2. WRAP 8" CONCRETE BLOCKS IN FILTER FABRIC AND SPAN ACROSS CATCH BASIN INLET.
3. FACE OPENINGS IN BLOCKS OUTWARD.
4. LEAVE A GAP OF APPROXIMATELY 4 INCHES BETWEEN THE CURB AND THE FILTERS TO ALLOW FOR OVERFLOW TO PREVENT HAZARDOUS PONDING.
5. INSTALL OUTLET PROTECTION BELOW STORM DRAIN OUTLETS.

Sd4-A TEMPORARY SEDIMENT TRAP

COURTESY OF CITY OF KNOXVILLE BMP EROSION AND SEDIMENT

OVERFLOW

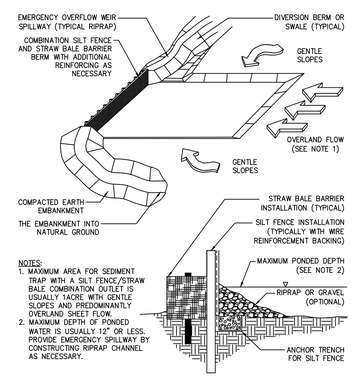


NOTES:
1. MAXIMUM AREA FOR OVERFLOW SEDIMENT TRAP IS USUALLY 1 ACRE. MUST HAVE GENTLE SLOPES (LESS THAN 2% GRADUALLY) AND PREDOMINATELY OVERLAND SHEET FLOW.
2. MAXIMUM PERMANENT WET DEPTH IS 2 FEET. OVERFLOW SEDIMENT TRAPS MAY NOT BE EFFECTIVE FOR HIGH GROUNDWATER TABLE AND INFLOWS.
3. USE THE MOST PERMEABLE SEDIMENT CONTROL IN LABELED AREA SO AS TO MAXIMIZE TRAVEL TIME AND SETTLING OF SEDIMENT.

Sd4-B TEMPORARY SEDIMENT TRAP

COURTESY OF CITY OF KNOXVILLE BMP EROSION AND SEDIMENT

COMBINATION OUTLET

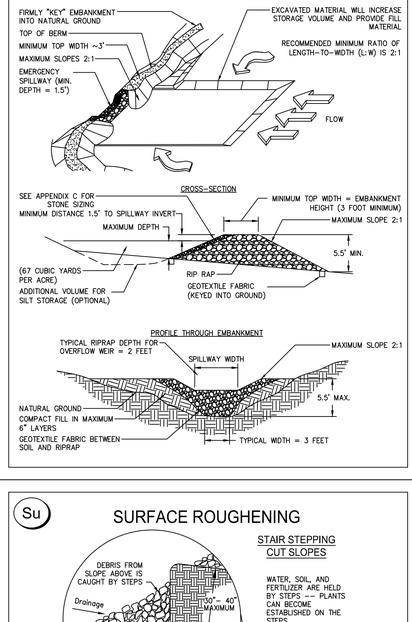


NOTES:
1. MAXIMUM AREA FOR SEDIMENT TRAP WITH A SILT FENCE/STRAW BALE COMBINATION OUTLET IS USUALLY 1ACRE WITH GENTLE SLOPES AND PREDOMINANTLY OVERLAND SHEET FLOW.
2. MAXIMUM DEPTH OF PONDED WATER IS USUALLY 12" OR LESS. PROVIDE EMERGENCY SPILLWAY BY CONSTRUCTING RIPRAP CHANNEL AS NECESSARY.

Sd4-C TEMPORARY SEDIMENT TRAP

COURTESY OF CITY OF KNOXVILLE BMP EROSION AND SEDIMENT

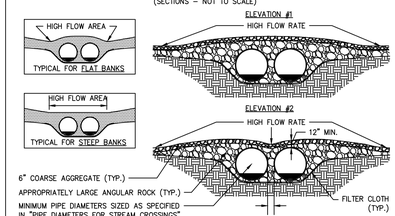
ROCK OUTLET



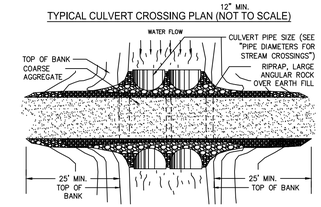
Sr-C TEMPORARY STREAM CROSSING

CONFIGURATION OF TEMPORARY CULVERT CROSSINGS

(SECTIONS – NOT TO SCALE)



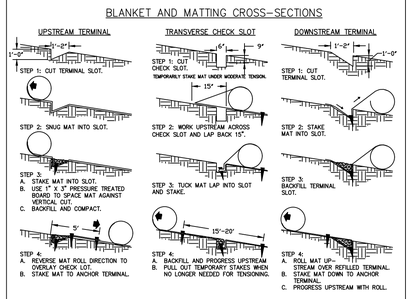
TYPICAL CULVERT CROSSING PLAN (NOT TO SCALE)



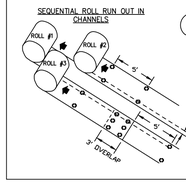
NOTES:
1. THIS TYPE OF CROSSING CAN BE INSTALLED IN BOTH A WET OR DRY WEATHER STREAM CONDITION WHERE THE DRAINAGE AREA EXCEEDS 10 ACRES.
2. REMOVE DURING CLEANUP.

Ss TYPICAL INSTALLATION GUIDELINES FOR ROLLED EROSION CONTROL PRODUCTS (RECP)

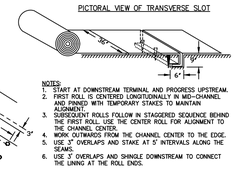
BLANKET AND MATTING CROSS-SECTIONS



SEQUENTIAL ROLL RUN OUT IN CHANNELS



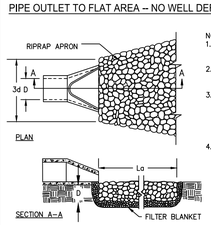
PICTORAL VIEW OF TRANSVERSE SLOT



NOTES:
1. START AT DOWNSTREAM TERMINAL AND PROGRESS UPSTREAM.
2. FIRST ROLL IS CENTERED LONGITUDINALLY IN MID-CHANNEL AND PINNED WITH TEMPORARY STAKES TO MAINTAIN TENSION.
3. SUBSEQUENT ROLLS FOLLOW IN STAGGERED SEQUENCE BEHIND THE FIRST ROLL. USE THE CENTER ROLL FOR ALIGNMENT TO THE CHANNEL CENTER.
4. WORK OUTWARDS FROM THE CHANNEL CENTER TO THE EDGE.
5. USE 3" OVERLAPS AND STAKE AT 5' INTERVALS ALONG THE SEAMS.
6. USE 3' OVERLAPS AND SHINGLE DOWNSTREAM TO CONNECT THE LINING AT THE ROLL ENDS.

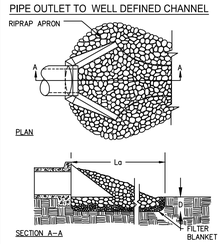
St RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA – NO WELL DEFINED CHANNEL



NOTES:
1. La IS THE LENGTH OF THE RIPRAP APRON.
2. D = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESSHAN 6".
3. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

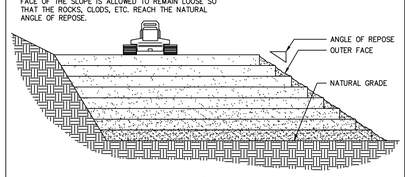
PIPE OUTLET TO WELL DEFINED CHANNEL



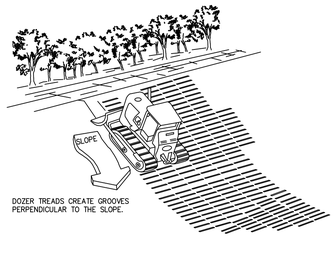
Su SURFACE ROUGHENING

FILL SLOPE TREATMENT

EACH LIFT OF THE FILL IS COMPACTED, BUT THE OUTER FACE OF THE SLOPE IS ALLOWED TO REMAIN LOOSE SO THAT THE ROCKS, CLODS, ETC. REACH THE NATURAL ANGLE OF REPOSE.



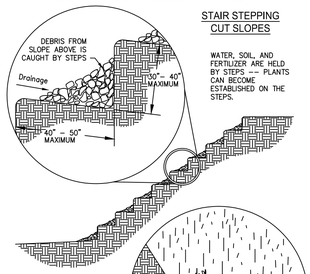
TRACKING



DOZER TREADS CREATE GROOVES PERPENDICULAR TO THE SLOPE.

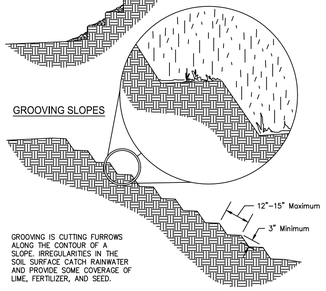
Su SURFACE ROUGHENING

STAIR STEPPING CUT SLOPES



WATER, SOIL, AND FERTILIZER ARE HELD BY STEPS -- PLANTS CAN BECOME ESTABLISHED ON THE STEPS.

GROOVING SLOPES



GROOVING IS CUTTING FURROWS ALONG THE CONTOUR OF A SLOPE. IRREGULARITIES IN THE SOIL SURFACE CATCH RAINWATER AND PROVIDE SOME COVERAGE OF LIME, FERTILIZER, AND SEED.

Tac TACKIFIERS

DEFINITION

TACKIFIERS ARE USED AS A TIE-DOWN FOR SOIL, COMPOST, SEED, STRAW, HAY OR MULCH. TACKIFIERS HYDRATE IN WATER AND READILY BLEND WITH OTHER SLURRY MATERIALS TO FORM A HOMOGENOUS SLURRY.

PURPOSE

TO REDUCE SOIL EROSION FROM WIND AND WATER ON CONSTRUCTION SITES. OTHER BENEFITS INCLUDE SOIL INFILTRATION, SOIL FERTILITY, ENHANCED SEED GERMINATION, INCREASED SOIL COHESION, ENHANCED SOIL STABILIZATION, REDUCED STORMWATER RUNOFF TURBIDITY AND REDUCTION IN LOSS OF TOPSOIL.

CONDITIONS

THIS PRACTICE IS INTENDED FOR DIRECT SOIL SURFACE APPLICATION TO SITES WHERE THE TIMELY ESTABLISHMENT OF VEGETATION MAY NOT BE FEASIBLE OR WHERE VEGETATION COVER IS ABSENT OR INADEQUATE. SUCH AREAS INCLUDE CONSTRUCTION AREAS, WHERE PLANT RESIDUES ARE INADEQUATE TO PROTECT THE SOIL SURFACE AND WHERE LAND DISTURBING ACTIVITIES PREVENT THE ESTABLISHMENT OR MAINTENANCE OF A VEGETATIVE COVER.

METHODS AND MATERIALS

TACKIFIED AREAS SHOULD BE CHECKED AFTER EVERY RAIN EVENT, PERIODIC INSPECTIONS AND REQUIRED MAINTENANCE MUST BE PROVIDED PER MANUFACTURER'S RECOMMENDATIONS.

Tac TACKIFIERS

METHODS AND MATERIALS

TYPE I TACKIFIERS: SYNTHETIC POLYMERS — Tac-1

- APPLICATION RATES SHALL CONFORM TO MANUFACTURER'S GUIDELINES FOR APPLICATION.
- ONLY ANIONIC FORMS OF PAM SHALL BE USED, ANIONIC PAMS SHALL BE NO MORE THAN 0.05% ACRYLAMIDE MONOMER BY WEIGHT, AS ESTABLISHED BY THE FOOD AND DRUG ADMINISTRATION AND THE E ENVIRONMENTAL PROTECTION AGENCY.
- NOT HARMFUL TO PLANTS, ANIMALS AND AQUATIC LIFE.
- CONTAIN NO GROWTH OR GERMINATION INHIBITING MATERIALS.
- SHALL NOT REDUCE INFILTRATION RATES.

TYPE II TACKIFIERS: ORGANIC POLYMERS SUCH AS GUAR GUM, POLYSACCHARIDES, AND STARCHES — Tac-2

- APPLICATION RATES SHALL CONFORM TO MANUFACTURER'S GUIDELINES FOR APPLICATION.
- DERIVED FROM NATURAL PLANT SOURCES.
- NOT HARMFUL TO PLANTS, ANIMALS AND AQUATIC LIFE.
- CONTAIN NO GROWTH OR GERMINATION INHIBITING MATERIALS.
- SHALL NOT REDUCE INFILTRATION RATES.

TYPE III TACKIFIERS: SYNTHETIC/ORGANIC BLENDS — Tac-3

- APPLICATION RATES SHALL CONFORM TO MANUFACTURER'S GUIDELINES FOR APPLICATION.
- ONLY ANIONIC FORMS OF PAM SHALL BE USED IN THE BLEND, AND SHALL BE NO MORE THAN 0.05% ACRYLAMIDE MONOMER BY WEIGHT.
- ORGANIC MATERIAL MUST BE DERIVED FROM NATURAL PLANT SOURCES.
- NOT HARMFUL TO PLANTS, ANIMALS AND AQUATIC LIFE.
- CONTAIN NO GROWTH OR GERMINATION INHIBITING MATERIALS.
- SHALL NOT REDUCE INFILTRATION RATES.

TYPE IV TACKIFIERS: ORGANIC TACKIFIERS WITH SYNTHETIC FIBERS — Tac-4

- APPLICATION RATES SHALL CONFORM TO MANUFACTURER'S GUIDELINES FOR APPLICATION.
- ORGANIC MATERIAL MUST BE DERIVED FROM NATURAL PLANT SOURCES.
- NOT HARMFUL TO PLANTS, ANIMALS AND AQUATIC LIFE.
- CONTAIN NO GROWTH OR GERMINATION INHIBITING MATERIALS.
- SHALL NOT REDUCE INFILTRATION RATES.
- SYNTHETIC FIBERS SHALL BE OF NYLON OR POLYESTER BLENDS.

TYPE V TACKIFIERS: SYNTHETIC/ORGANIC BLENDS WITH SYNTHETIC FIBERS — Tac-5

- APPLICATION RATES SHALL CONFORM TO MANUFACTURER'S GUIDELINES FOR APPLICATION.
- ONLY ANIONIC FORMS OF PAM SHALL BE USED IN THE BLEND, AND SHALL BE NO MORE THAN 0.05% ACRYLAMIDE MONOMER BY WEIGHT.
- ORGANIC MATERIAL MUST BE DERIVED FROM NATURAL PLANT SOURCES.
- NOT HARMFUL TO PLANTS, ANIMALS AND AQUATIC LIFE.
- CONTAIN NO GROWTH OR GERMINATION INHIBITING MATERIALS.
- SHALL NOT REDUCE INFILTRATION RATE.
- SYNTHETIC FIBERS SHALL BE OF NYLON OR POLYESTER BLENDS.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
GEORGIA 400 INDUSTRIAL PARK, INC.
6840 BENNETT RD.
CUMMING, GA 30188

24-HOUR CONTACT:
AARON VANDERSTAPPEN
678-366-6470

PROJECT:
ENCLAVE AT DAWSON FOREST

LOCATED IN:
LAND LOTS 342, 343, 374, 375
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
EROSION, SEDIMENTATION, & POLLUTION CONTROL DETAILS

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34340 COREY R. GUTHERIE
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

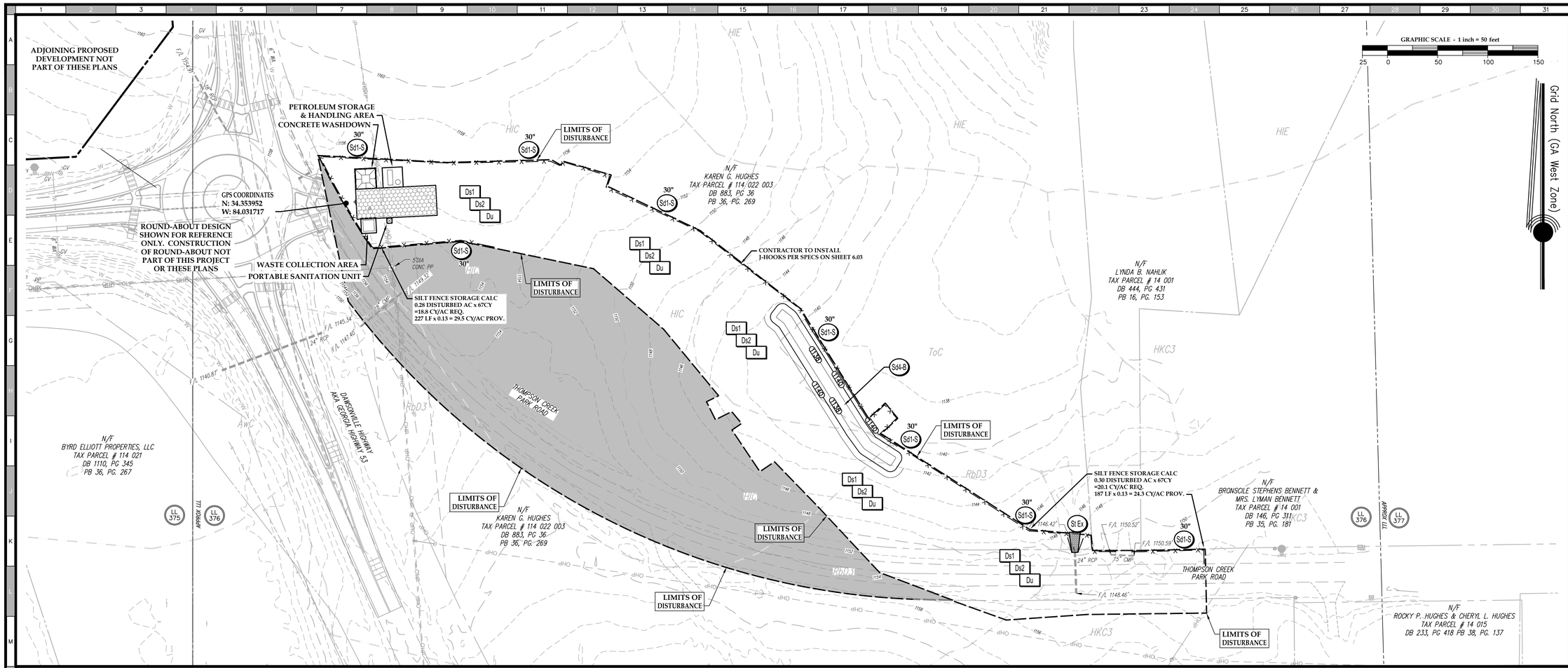
DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.07

FILE: 20017P



TEMPORARY SEDIMENT TRAP (Sd4) CHART

Sd4 ID#	TYPE	DRAINAGE AREA	SEDIMENT STORAGE RATE REQUIRED	SEDIMENT STORAGE REQUIRED	SEDIMENT STORAGE PROVIDED	CLEANOUT ELEVATION (A)	CLEANOUT STORAGE	BOTTOM ELEVATION (B)	LENGTH (C)	WIDTH (D)	BAFFLE	DEPTH	SIDE SLOPE	TOP ELEVATION (E)	MINIMUM SPILLWAY ELEVATION	SPILLWAY ELEVATION PROVIDED (F)	SPILLWAY WIDTH (G)	DEPTH TO SPILLWAY (H)
		AC	CY/AC	CY	CY	FT	CY	FT	FT	FT	FT	FT	X:1	FT	FT	FT	FT	FT
1	B	1.60	67	107.2	114.0	1,000.4	36	1,000.0	190	10	N/A	2.0	3.0	1,002.0	1,001.1	1,000.5	10.0	0.5

RIP RAP (St) CHART

Outlet ID	Do (Pipe Diameter)	S (Pipe Slope)	n (Manning's n of Pipe)	Q25 (Flow Rate of Design Storm)	Tailwater Condition	V25 (Velocity of Design Storm)	3Do (Apron Width at Headwall)	d50 (rip rap size)	La (Apron Length)	Wa (Downstream Apron Width)	Max Stone Size	D (Apron Thickness)	d/Do	Non-Erosive Velocity	Froude	Energy Dissipation Measures Proposed
	in	%		cfs	min or max	ft/s	ft	ft	ft	ft	ft	ft	ft/ft	ft/s		
Ex	24	5.00%	0.024	13.04	MAX	6.04	6.00	0.50	9.00	5.60	0.75	1.13	0.49	5.00	1.14	Riprap Apron

SOIL SURVEY

Map Unit Symbol	Map Unit Name	Slope	Comment	K Factor
AwC	Augusta fine sandy loam	6% – 10%		0.17
HIC	Hayesville sandy loam	6% – 10%		0.20
HIE	Hayesville sandy loam	10% – 25%		0.20
HJE3	Hayesville sandy clay loam	10% – 25%	severely eroded	0.28
HKC3	Hayesville and Rabun clay loams	6% – 10%	severely eroded	0.28
RbD3	Rabun clay loam	10% – 15%	severely eroded	0.24
Toc	Toccoa sandy loam	0% – 2%	occasionally flooded	0.20

ESP&C NOTES

1. PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS TO PREVENT STORMWATER DISCHARGES ON SITE:
   A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
   B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.
2. ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.
3. CONTRACTOR TO MAINTAIN PROPER SEDIMENT STORAGE ON A DAILY BASIS. EROSION CONTROL PLANS SHOW SPECIFIC STAGES OF DEVELOPMENT. IN BETWEEN PHASES OF CONSTRUCTION STORMWATER RUNOFF MUST ALWAYS BE MANAGED SUCH THAT PROPER SEDIMENT STORAGE IS PROVIDED. MEASURES INCLUDE, BUT ARE NOT LIMITED TO, ADDITIONAL SEDIMENT TRAPS NOT SHOWN ON THESE PLANS (TRAPS WITH A STRUCTURAL ELEMENT (Sd3s OR Sd4s) TO BE DESIGNED BY ENGINEER AS NECESSARY), DIVERSIONS AT TOP OF FILL SLOPES DIRECTING STORMWATER TO SEDIMENT TRAPS OR BASINS, EXCAVATED INLET SEDIMENT TRAPS, ETC. IT IS EXPECTED THAT MEASURES FOR PROPER SEDIMENT STORAGE CAN CHANGE ON A DAILY BASIS THROUGHOUT THE LAND DISTURBING PROCESS.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
INITIAL PHASE EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34340 CORY R. GUTHERIE
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

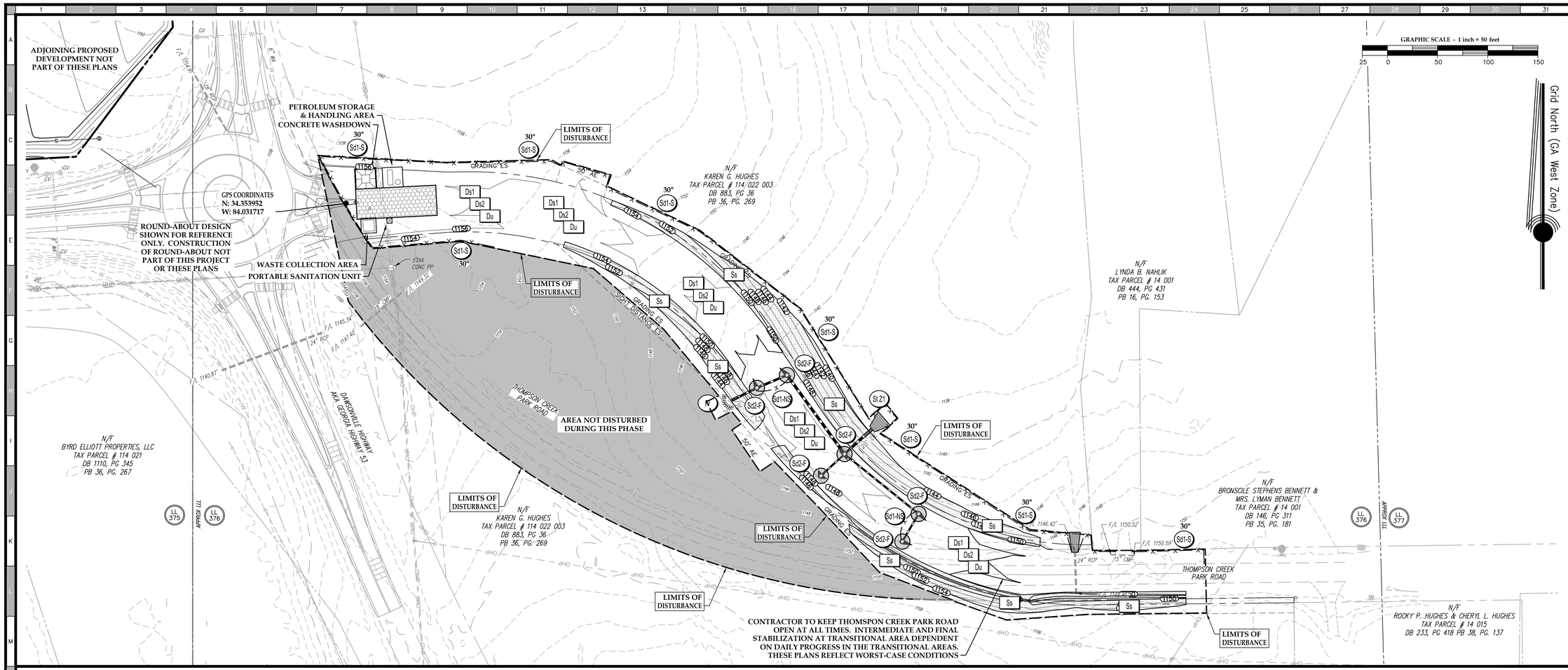
DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.08

FILE: 20017P



RIP RAP (St) CHART

Outlet ID	Do (Pipe Diameter)	S (Pipe Slope)	n (Manning's n of Pipe)	Q25 (Flow Rate in Design Storm)	Tailwater Condition	V25 (Velocity at Design Storm)	3Do (Apron Width at Headwall)	d50 (rip rap size)	La (Apron Length)	Wa (Downstream Apron Width)	Max Stone Size	D (Apron Thickness)	d/Do	Non-Erosive Velocity	Froude	Energy Dissipation Measures Proposed
	in	%		cfs	min or max	ft/s	ft	ft	ft	ft	ft	ft	ft/ft	ft/s		
Z1	30	1.02%	0.012	18.96	MIN	5.74	7.50	0.50	16.00	18.50	0.75	1.13	0.46	5.00	0.98	Riprap Apron
Ex	24	5.00%	0.024	13.04	MAX	6.04	6.00	0.50	9.00	5.60	0.75	1.13	0.49	5.00	1.14	Riprap Apron

ESP&C NOTES

1. PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS TO PREVENT STORMWATER DISCHARGES ON SITE:
   A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
   B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

2. ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.

3. CONTRACTOR TO MAINTAIN PROPER SEDIMENT STORAGE ON A DAILY BASIS. EROSION CONTROL PLANS SHOW SPECIFIC STAGES OF DEVELOPMENT. IN BETWEEN PHASES OF CONSTRUCTION STORMWATER RUNOFF MUST ALWAYS BE MANAGED SUCH THAT PROPER SEDIMENT STORAGE IS PROVIDED. MEASURES INCLUDE, BUT ARE NOT LIMITED TO, ADDITIONAL SEDIMENT TRAPS NOT SHOWN ON THESE PLANS (TRAPS WITH A STRUCTURAL ELEMENT (Sd3s OR Sd4s) TO BE DESIGNED BY ENGINEER AS NECESSARY), DIVERSIONS AT TOP OF FILL SLOPES DIRECTING STORMWATER TO SEDIMENT TRAPS OR BASINS, EXCAVATED INLET SEDIMENT TRAPS, ETC. IT IS EXPECTED THAT MEASURES FOR PROPER SEDIMENT STORAGE CAN CHANGE ON A DAILY BASIS THROUGHOUT THE LAND DISTURBING PROCESS.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
GRADING PHASE EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 36340 COREY R. GUTHERIE
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

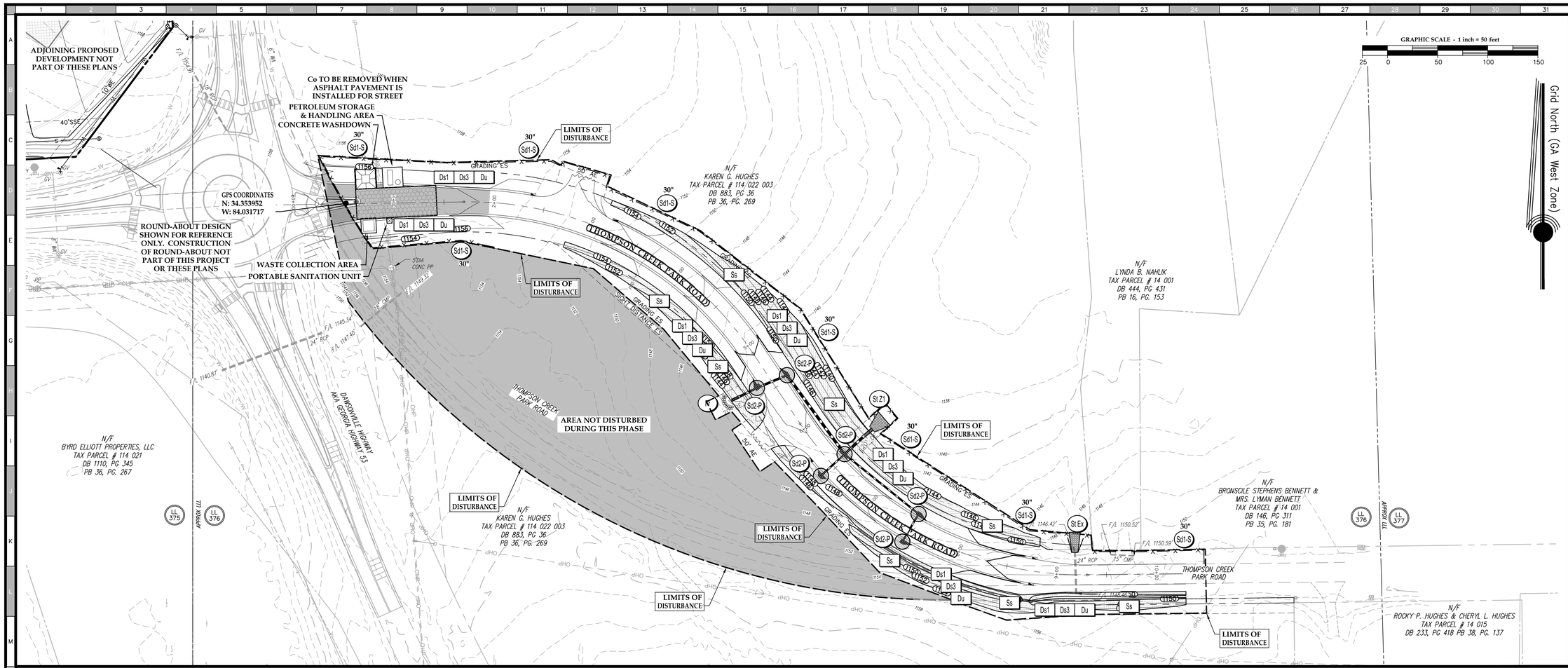
DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.09

FILE: 20017P



RIP RAP (St) CHART

Outlet ID	Do (Pipe Diameter)	S (Pipe Slope)	n (Manning's n of Pipe)	Q25 (Flow Rate of Design Storm)	Tailwater Condition	V25 (Velocity at Design Storm)	3Do (Apron Width at Headwall)	d50 (rip rap size)	La (Apron Length)	Wa (Downstream Apron Width)	Max Stone Size	D (Apron Thickness)	d/Do	Non-Erosive Velocity	Froude	Energy Dissipation Measures Proposed
	in	%		cfs	min or max	ft/s	ft	ft	ft	ft	ft	ft	ft/ft	ft/s		
Z1	30	1.02%	0.012	18.96	MIN	5.74	7.50	0.50	16.00	18.50	0.75	1.13	0.46	5.00	0.98	Riprap Apron
Ex	24	5.00%	0.024	13.04	MAX	6.04	6.00	0.50	9.00	5.60	0.75	1.13	0.49	5.00	1.14	Riprap Apron

ESP&C NOTES

1. PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS TO PREVENT STORMWATER DISCHARGES ON SITE:
   A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
   B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.
2. ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.
3. CONTRACTOR TO MAINTAIN PROPER SEDIMENT STORAGE ON A DAILY BASIS. EROSION CONTROL PLANS SHOW SPECIFIC STAGES OF DEVELOPMENT. IN BETWEEN PHASES OF CONSTRUCTION STORMWATER RUNOFF MUST ALWAYS BE MANAGED SUCH THAT PROPER SEDIMENT STORAGE IS PROVIDED. MEASURES INCLUDE, BUT ARE NOT LIMITED TO, ADDITIONAL SEDIMENT TRAPS NOT SHOWN ON THESE PLANS (TRAPS WITH A STRUCTURAL ELEMENT (Sd3s OR Sd4s) TO BE DESIGNED BY ENGINEER AS NECESSARY), DIVERSIONS AT TOP OF FILL SLOPES DIRECTING STORMWATER TO SEDIMENT TRAPS OR BASINS, EXCAVATED INLET SEDIMENT TRAPS, ETC. IT IS EXPECTED THAT MEASURES FOR PROPER SEDIMENT STORAGE CAN CHANGE ON A DAILY BASIS THROUGHOUT THE LAND DISTURBING PROCESS.

ENSITE
CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
FINAL PHASE EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34340 CORY R. GUTHERIE
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

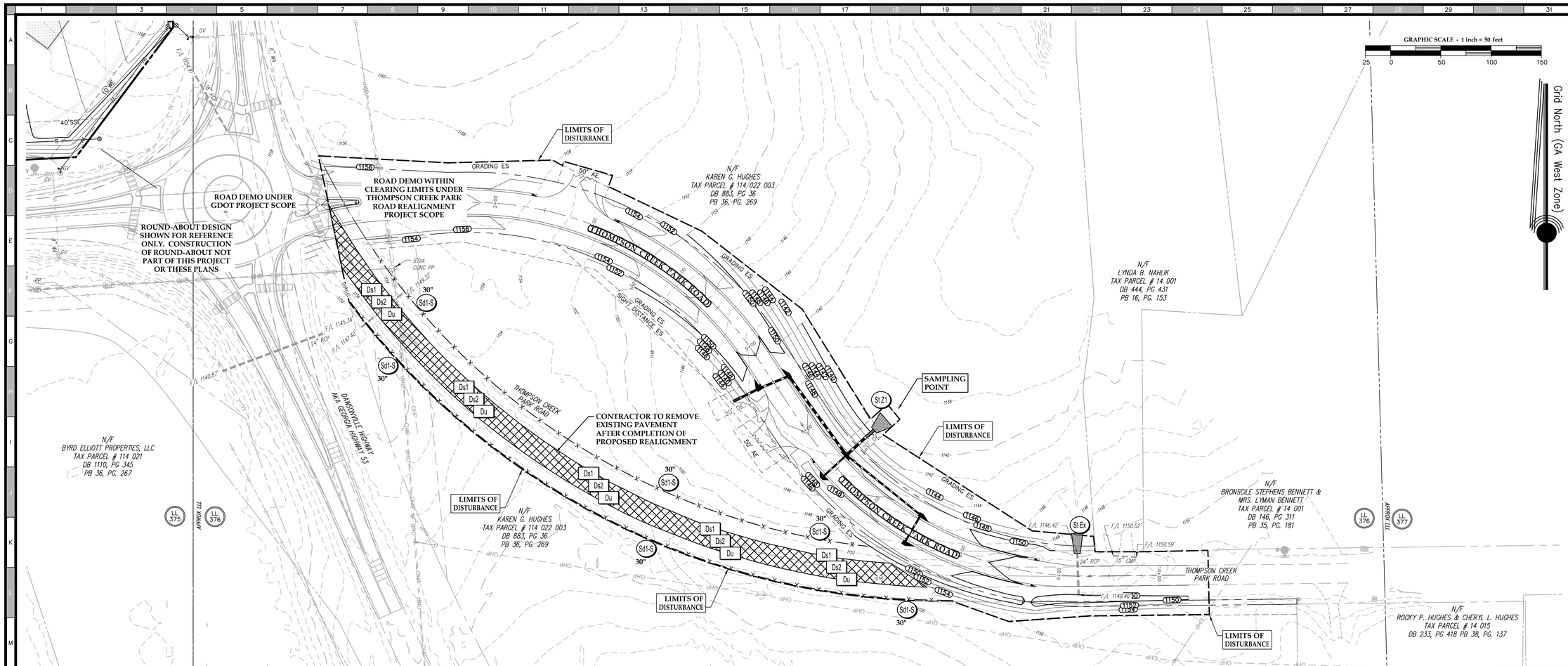
DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET:
G6.10

FILE: 20017P



ESP&C NOTES

1. PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS TO PREVENT STORMWATER DISCHARGES ON SITE:
   A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
   B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

2. ALL EROSION CONTROL ITEMS TO BE REMOVED FROM WITHIN GDOT RIGHT OF WAY AFTER FINAL STABILIZATION HAS BEEN OBTAINED.

3. CONTRACTOR TO MAINTAIN PROPER SEDIMENT STORAGE ON A DAILY BASIS. EROSION CONTROL PLANS SHOW SPECIFIC STAGES OF DEVELOPMENT. IN BETWEEN PHASES OF CONSTRUCTION STORMWATER RUNOFF MUST ALWAYS BE MANAGED SUCH THAT PROPER SEDIMENT STORAGE IS PROVIDED. MEASURES INCLUDE, BUT ARE NOT LIMITED TO, ADDITIONAL SEDIMENT TRAPS NOT SHOWN ON THESE PLANS (TRAPS WITH A STRUCTURAL ELEMENT (Sd3s OR Sd4s) TO BE DESIGNED BY ENGINEER AS NECESSARY), DIVERSIONS AT TOP OF FILL SLOPES DIRECTING STORMWATER TO SEDIMENT TRAPS OR BASINS, EXCAVATED INLET SEDIMENT TRAPS, ETC. IT IS EXPECTED THAT MEASURES FOR PROPER SEDIMENT STORAGE CAN CHANGE ON A DAILY BASIS THROUGHOUT THE LAND DISTURBING PROCESS.

ENSITE CIVIL CONSULTING, LLC
131 Prominence Court, Suite 230
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Gutherie, PE, CFM
Email: Corey.Gutherie@ensiteconsulting.com

OWNER/DEVELOPER:
DAWSON COUNTY PUBLIC WORKS
60 TRANSPORTATION LANE
DAWSONVILLE, GA 30534

24-HOUR CONTACT:
DENISE FARR
706-265-6470
EMAIL: DFARR@DAWSONCOUNTY.ORG

PROJECT:
THOMPSON CREEK PARK ROAD REALIGNMENT

LOCATED IN:
LAND LOT 376
13th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:
DEMO PHASE EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

STAMP:
GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 34340 CORY L. GUTHERIE
REVIEW
EXPIRES DECEMBER 31, 2022
GSWCC CERT. # 0000020671
EXPIRES OCTOBER 21, 2024

DRAWING DATE: 2022-02-15

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET: G6.11

FILE: 20017P