



Board of County Commissioners Pre-Commission Meeting

April 1, 2025 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the March 18, 2025 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)

3. New Alcohol Beverage Licenses

- a. Triangle Food & Gas located at 2112 Millerfield Road, Macon, GA

Legal Recommends Approval (Sponsored by: Lester M. Miller, Mayor)

4. Public Safety

- a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$2,000,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) To Recruit And Retain Public Safety Employees; (Sponsored by: Lester M. Miller, Mayor, Bill Howell, Commissioner)
- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$1,000,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) To The Bibb County School District To Be Used To Recruit School Resource Officers And To Improve

Existing And Install New Crosswalks In School Zones; (Sponsored by: Lester M. Miller, Mayor)

5. SPLOST PROJECTS

- a. A Resolution Of The Macon-Bibb County Commission Expressing The Intent Of Macon-Bibb County To Be Reimbursed For Certain Expenses Relating To Certain Capital Improvements; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Bostic/Bostic And Associates, LLC, To Perform Sidewalk Construction Along Barrington Hall Drive, Between Cambridge Way And 797 Barrington Hall Drive, At A Cost Of \$310,775.00.00, To Be Paid From 2018 SPLOST Funds For Road Work; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
- c. Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Addendum To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co., Dba Sheridan Construction To Add Elevator And Door Installation To The Scope Of Work In The Amount Of \$704,485.00, To Be Paid From 2018 SPLOST - Cultural And Recreation – Auditorium And The Coliseum & Auditorium Fund (Sponsored by: Lester M. Miller, Mayor)
- d. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$130,000.00 From 2018 SPLOST Proceeds To Be Allocated To Authorized Projects As Specified Herein; (Sponsored by: Lester M. Miller, Mayor)

6. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc., For The Construction Of Improvements To Linear Park, In The Amount Of \$1,027,549.00, To Be Paid From The Grant Fund – Linear Park-ARPA – Contract Labor – Contractual Services Line Item (State ARPA Funds); And For Other Lawful Purposes.
(Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Tri Scapes, LLC For Grounds Maintenance At Rose Hill Cemetery, In An Annual Amount Of \$209,448.24, To Be Paid From The General Fund – Parks And Beautification – Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Stembridge Custom Metals, Inc., For Task-Order Guard Rail Repair, In An Amount Not To Exceed The Amount Of Available Funds Budgeted For These Services, To Be Paid From The Engineering Department Budget, Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

7. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council FY2024 Violence Against Women Act (VAWA) Grant Award, In The Amount Of \$75,874.00, With A \$25,271.00 Local Match, To Be Met Through The Provision Of In-Kind Services, To Be Used By The To The Office Of The Macon-Bibb Solicitor-General; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Fy2024 Violence Against Women Act (VAWA) Grant Award, In The Amount Of \$84,563.00, With A \$28,188.00 Local Match, To Be Met Through The Provision Of In-Kind Services, To Be Used By The To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Macon-Bibb Law Enforcement Foundation Grant, In The Amount Of \$48,537.00, With No Local Match Required, Awarded To The Bibb County Sheriff's Office For The Purchase Of A Vehicle For Youth Intervention Programs; (Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
March 18, 2025 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on March 18, 2025 at 5:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Michael McNeill, Sr. Asst Co. Attorney
Sara Davis, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Chris Floore, Communications
Edna Adams, Communications
Olivia Waters, Communications
Emily Hopkins, Communications

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the March 4, 2025 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the minutes from the March 4, 2025 Pre-Commission meeting were approved.

3. New Alcohol Beverage Licenses

- a. Food Mart located at 1436 Forsyth Street, Macon, GA 31201

After review, legal recommends denial of this application. Business self-identifies as a Vice Mart. On two separate occasions, Code Enforcement determined that business is operating as a vice mart, without the fresh food required of a food mart. (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Howell and carried unanimously, the New Alcohol Beverage License for Food Mart located at 1436 Forsyth Street, Macon, GA 31201 was denied.

After review, legal recommends denial of this application. Business self-identifies as a Vice Mart. On two separate occasions, Code Enforcement determined that business is operating as a vice mart, without the fresh food required of a food mart. .

- b. Kitchen Pride located at 3101 Columbus Rd, Macon, GA

After review, legal recommends denial of this application. Though business self-identifies as a Food Mart in this application, on two separate inspections of the premises by Code Enforcement, officers found the store was operating as a Vice Mart, without the fresh food required of a food mart. Moreover, business owner and agent has been convicted of selling alcohol without a license at this same store. (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the New Alcohol Beverage License for Kitchen Pride located at 3101 Columbus Rd, Macon, GA was denied.

After review, legal recommends denial of this application. Though business self-identifies as a Food Mart in this application, on two separate inspections of the premises by Code Enforcement, officers found the store was operating as a Vice Mart, without the fresh food required of a food mart. Moreover, business owner and agent has been convicted of selling alcohol without a license at this same store.

- c. Macon Arts Center located at 4570 Pio Nono Avenue, Macon, GA 31206

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the New Alcohol Beverage License for Macon Arts Center located at 4570 Pio Nono Avenue Macon, GA 31206 was approved.

Legal recommends approval.

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Stephen V. Skalko To Post 5 Of The Construction Board Of Appeals; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Paul Bronson, Commissioner, Valerie Wynn, Commissioner, Brendalyn Bailey, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Stephen V. Skalko To Post 5 Of The Construction Board Of Appeals was approved.

5. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With BTBB, Inc. For The Provision Of Architectural Services For The Grand Opera House Renovation, In The Amount Of 7% Of Construction Costs, Estimated To Be Approximately \$63,000.00, To Be Paid From The SPLOST 2018 Fund – Culture & Recreation – Grand Opera House -Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Brendalyn Bailey, Commissioner, Valerie Wynn, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With BTBB, Inc. For The Provision Of Architectural Services For The Grand Opera House Renovation, In The Amount Of 7% Of Construction Costs, Estimated To Be Approximately \$63,000.00, To Be Paid From The SPLOST 2018 Fund – Culture & Recreation – Grand Opera House - Property Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements With Barbizon Charlotte, Inc. d.b.a. Barbizon Atlanta, In The Amount Of \$154,542.24 For The Purchase And Installation Of Production Equipment, And \$333,958.37 For The Purchase And Installation Of Lighting Equipment At The Grand Opera House, To Be Paid From The SPLOST 2018 Fund – Culture & Recreation – Grand Opera House – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements With Barbizon Charlotte, Inc. d.b.a. Barbizon Atlanta, In The Amount Of \$154,542.24 For The Purchase And Installation Of Production Equipment, And \$333,958.37 For The Purchase And Installation Of Lighting Equipment At The Grand Opera House, To Be Paid From The SPLOST 2018 Fund – Culture & Recreation – Grand Opera House – Property Line Item was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$368,526.18, For The Purchase And Installation Of Playcraft Playground Equipment Memorial Park Recreation Center, To Be Paid From The SPLOST 2018 Fund – Recreation – Memorial – Property Line Item (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$368,526.18, For The Purchase And Installation Of Playcraft Playground Equipment Memorial Park Recreation Center, To Be Paid From The SPLOST 2018 Fund – Recreation – Memorial – Property Line Item was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$148,792.30, For The Purchase And Installation Of Playcraft Playground Equipment At Eastview Park, To Be Paid From ECD-CDBG Grant Fund – Economic & Community Development – Housing Rehab – Housing Projects – Facilities Line Item; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Stanley Stewart, Commissioner)
On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$148,792.30, For The Purchase And Installation Of Playcraft Playground Equipment At Eastview Park, To Be Paid From ECD-CDBG Grant Fund – Economic & Community Development – Housing Rehab – Housing Projects – Facilities Line Item was approved.

- e. Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Atlanta Paving & Concrete Construction, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,272,125.90, To Be Paid From LMIG/GDOT Grant Funds And 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Commissioner, Bill Howell, Commissioner)

On motion of Commissioner Hulett, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Atlanta Paving & Concrete Construction, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,272,125.90, To Be Paid From LMIG/GDOT Grant Funds And 2018 SPLOST Funds was approved.

- f. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$250,000.00, To The Purchase Order For Mead Road Transfer Station To Pay For Tipping/Dumping Fees (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$250,000.00, To The Purchase Order For Mead Road Transfer Station To Pay For

Tipping/Dumping Fees was approved.

- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Execute A Change Order To The Network Configuration Services Agreement With 1 Accord Technologies, LLC, In The Amount Of \$200,955.17, To Be Paid From 2018 SPLOST Funds – Public Safety Line Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Hulett and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Execute A Change Order To The Network Configuration Services Agreement With 1 Accord Technologies, LLC, In The Amount Of \$200,955.17, To Be Paid From 2018 SPLOST Funds – Public Safety Line Item was approved.

6. Dedication

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Poplar Street Running Between First Street And Third Street In Honor Of Bryan Nichols In Recognition Of His Significant Leadership And Service To The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials Signage; (Sponsored by: Valerie Wynn, Commissioner)

Commissioner Wynn requested that the Ordinance be held until the 6:00 p.m. regular meeting at which time Bryan Nichols would be attending.

7. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Georgia Opioid Crisis Abatement Trust ("GOCAT") Grant, In The Amount Of \$117,000.00 With No Local Match Required, To Be Used By The Macon Judicial Circuit Accountability Courts For Program Staff, Training, And Counseling For Substance Abuse Treatment; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Donice Bryant, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Georgia Opioid Crisis Abatement Trust ("GOCAT") Grant, In The Amount Of \$117,000.00 With No Local Match Required, To Be Used By The Macon Judicial Circuit Accountability Courts For Program Staff, Training, And Counseling For Substance Abuse Treatment was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The

Acceptance Of A Grant From The Criminal Justice Coordinating Council Project Safe Neighborhoods Program, In The Amount Of \$40,710.00, With No Local Match, Awarded To The Bibb County Sheriff's Office To Purchase Safety And Surveillance Equipment (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Donice Bryant, Commissioner)
On motion of Commissioner Hulett, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Grant From The Criminal Justice Coordinating Council Project Safe Neighborhoods Program, In The Amount Of \$40,710.00, With No Local Match, Awarded To The Bibb County Sheriff's Office To Purchase Safety And Surveillance Equipment was approved.

8. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Mayor Miller stated there was no need for an executive session.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission

ADDED TO THE APRIL 1, 2025 PRE-COMMISSION AGENDA



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: OSP 3 LLC
 DBA Name: TRIANGLE FOOD & GAS
 Business Type: Subchapter S Corp.

Address Information

Location Address: 2112 MILLERFIELD RD MACON GA 31217-4500

Alcohol License Information

License Type: Retail
 Start Date: 12-30-2024
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Licensee Information

Licensee Type: Business
 Licensee Name: PATEL, RONAK

Additional Information

Primary NAICS: 457110

Officers

PATEL, RONAK K.
 PATEL, RONAK K.

Officer or Responsible Party

Both
 Both



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	Temporary Alcohol License	\$100
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ _____ Alcohol License Fees + \$400 Application Fee = \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 99-4188453 State Tax ID #: 20299918663

Business Name: TRIANGLE FOOD & GAS Corporate and Trade Name: OSP 3 LLC

Local Business Address: 2112 MILLERFIELD RD MACON - GA 31217
(P.O. Box Not Allowed) City State Zip

Mailing Address: 2112 MILLERFIELD RD MACON GA 31217
Street Address (City State Zip)

Local Business Phone #: 478-742-2734 Email Address: _____

Contact Person: RONAK PATEL Contact Phone #: 404-985-4007

AGENT

Agent's Name: RONAK K PATEL Agent's Title: OWNER

Date of Birth: _____ Social Security Number: _____

Home Address: 428 SUMMER RIDGE LN City: LAWRENCE State: GA Zip: 30044
vill

Home Phone #: _____ Email: _____

Mailing Address: 2112 MILLERFIELD RD City: MACON State: GA Zip: 31217

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: RONAK PATEL Title: OWNER

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone #: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print): <u>RONAK. K. PATEL</u>			
Home Address: <u>429 SUMMER RIDGE LN LAWRENCEVILLE GA 30044</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>ASIAN</u>		



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

R. PATEL
Signature

2/6/25
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

	Employment (E) – Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

	No Georgia CHRI results available.
	Georgia CHRI attached/released

	No NCIC/GCIC Warrant results available.
	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.

2) ✓ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: DISCOUNT BROS

Printed Name of Applicant: RONALD PATEL

*Signature of Applicant: R. PATEL

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF February, 2025.

[Signature]

 NOTARY PUBLIC

February 1st 2026
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0025037172653YS
Class of Admission (COA)
Code: SU6
Country of Birth: IND - INDIA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: ronak K Patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 02/06/2025
Initiated By: DSIN0559
Point of Contact Name: Deon Singleton
Point of Contact Phone Number: (478) 310-3579
Requested Benefits: Occup. Tax Cert.
Attached Document: No



MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages Packaged to Go Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: RONAK PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2112 MILLERFIELD RD.
BUSINESS NAME: TRIANGLE FOOD AND GAS

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

By: John W. Hayes
John W. Hayes, Macon-Bibb County Engineer
Date: 11/7/24

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PIH

3,175'	—	Triangle Food & Gas #2112 Millerfield Road SCHOOL GROUND property line
4,050'	—	MLK Jr. Elementary SCHOOL BUILDING
14,050'	—	MLK Jr. Elementary COLLEGE CAMPUS property line
11,650'	—	Mercer University - #433 Cherry Street ALCOHOLIC TREATMENT CENTER building
2,375'	—	River Edge - Emory Highway PUBLIC LIBRARY or BRANCH building
6,200'	—	Shuling Branch MACON-BIBB COUNTY HOUSING AUTHORITY property
1,100'	—	Davis Homes CHURCH (building)
775'	—	True Faith Church of God in Christ CHURCH GROUNDS
7,125'	—	True Faith Church of God in Christ M-B COUNTY RECREATION CENTER property
N/A	—	Rosa Jackson Community Center Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
		Applicant self-identifies as a: "Gas Station"

OK!
Paul J. Hornowski
November 6, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
149582	618045	Print Legal Ad-IPL02073160 - IPL0207316		\$46.36	1	29 L

Attention: Ronak Patel

ronak patel
2112 Millerfield Road
Macon, GA 27127

oshp2007@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER WINE/Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 15, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as OSP-3 LLC/TRIANGLE FOOD & GAS, 2112 MILLERFIELD RD MACON, GA 31217. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 8, 2024. RONAK PATEL, Applicant
IPL0207316
Dec 8,15 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

12/08/24, 12/15/24

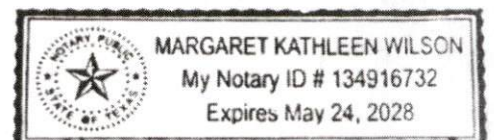
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 27th day of December in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2780	PERMIT TYPE: Permitted Use	DATE ISSUED: 12/16/2024
PARCEL NO: T0640136	ZONING DISTRICT: R-1A	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Ronak Patel Triangle Food & Gas	
PROPOSED USE:	Change of ownership C-store w/ fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	2112 MILLERFIELD RD	
PROPERTY OWNER'S NAME:	MASTER RP CORP	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2022-91, approval is granted to change ownership of an existing convenience store with fuel sales and alcohol packaged to go and continue its operation as it is currently; This approval shall also grant interior renovations if necessary. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/16/2025

APPROVED BY: *Thomas Neaves*

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	OSP 3 LLC	Control Number:	24141656
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2112 MILLERFIELD RD, MACON, GA, 31217, USA	Date of Formation / Registration Date:	7/24/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **RONAK K PATEL**
Physical Address: **2112 MILLERFIELD RD, MACON, GA, 31217, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: TRIANGLE FOODS Name of Corporation: OSP 3 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: RONALD PATEL Telephone Number: 404-985-4007

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 424 SUMMERBARK LARRENCEVILLE GA 30044

P.O. Box Not Allowed (City State Zip)

Mailing Address: 2112 MILLER RD. MARIETTA GA 30067

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - o General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
 - o Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
 - o Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - o Managing Member, Total number of Managing Member(s): 1
 - o Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - o Corporate Officer: Yes ___ No ___
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: RONAK Last Name: PATEL
Home Address: 428 SUMMERBROOK LN City: LAURENVILLE State: GA Zip: 30044
Home Phone #: _____ Email: _____
Date of Birth: _____ Social Security Number: _____
Mailing Address: 2112 MILLER FIDELITY DR City: MACON State: GA Zip: 31217

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

R. PATEL
Applicant's Signature

02/03/25
Date

I hereby certify that RONAK PATEL signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 3rd day of February, 2025.

[Signature]
Notary Public



[Signature] February 1st, 2026
My Commission Expires

Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

RONAK PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-12-31

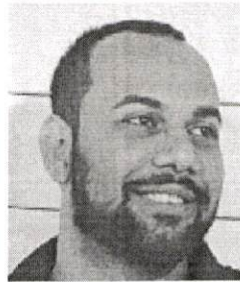
Serial No.

cert_vykxdywq





Ronak Patel



AH001519

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 09 day of SEPTEMBER, 2024, by and between , Party of the First Part, and sometimes hereafter referred to as "Lessor" and PRAGNESH PATEL, Party of the Second Part, and sometimes hereafter referred to as "Lessee".

WITNESS:

SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, Party of the First Part does hereby let and lease unto Party of the Second Part, and Party of the Second Part does hereby accept as Lessee of Party of the First Part, the following described property located 2112 MILLERFIELD RD, MACON, GA 31217
ROANK PATEL

TO HAVE AND TO HOLD said lands, and the improvements thereon situated, together with all privileges and appurtenances thereunto belonging to the Lessee upon the following TERMS AND CONDITIONS:

1. Term. This lease shall begin on the 09 day of SEPTEMBER, 2024, and shall be a month to month tenancy. It is understood and agreed by Lessor and Lessee that Lessor may terminate this month-to-month tenancy by providing Lessee with a written notice to vacate allowing Lessee ten (10) days to remove all personal properties and vacate the premises. After said ten (10) period has run, Lessor shall have the right to change the locks to this commercial property, retake possession and prevent Lessee from re-entry on the premises.

2. Rental. As rental for said premises, Lessee shall pay to Lessor at the address hereafter stated, without notice or demand therefor, the sum of SIX Thousand and 00/100 Dollars (\$6000.00) per month. All rental payments shall be due on the 5 day of each month, and said payment shall be considered to be late if not received within five (5) days of the date in which it is due and payable. In the event of a late payment, the Lessor may apply a four percent (4%) late fee for each late payment.

3. Taxes. Lessor shall be responsible for payment of all taxes and assessments upon the demised real estate. Lessee shall be responsible for payment of all taxes and assessments upon the personal property in possession of Lessee located upon the premises.

4. Insurance. Lessee shall maintain at all times during the term of this lease fire and extended coverage insurance covering the premises in an amount at least equal to the full replacement cost of the premises (exclusive of foundations), general commercial liability insurance with minimum limits of \$1,000,000.00 for injury to or death of one or more persons in any one occurrence and \$1,000,000.00 for damage to or destruction of property in any one occurrence, and worker's compensation insurance in statutory limits.

The insurance required to be maintained by Lessee hereunder shall be written by solvent companies licensed to do business in the State of GA and shall name as insured parties Lessor and Lessee as their interests may appear. Each policy shall provide that it will not be

canceled or coverage materially changed without at least 30 days written notice to Lessor and shall also provide that the interests of Lessor and Lessee shall not be invalidated by any act or negligence of the other or any other person or entity having an interest in the premises. Lessee shall deliver to Lessor certificates of insurance evidencing the existence of all insurance which Lessee is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained, such insurance to be in effect as of the beginning date of the initial term of this lease.

5. Utilities. Lessee shall be responsible for payment of all utility fees in connection with the use of the leased premises, said utilities to include but not be limited to electricity, gas, water, sewer, telephone and all other such utilities.

6. Use of Premises. Lessee shall use the premises for the operation of a business center. The premises shall not be used as residential dwelling under any circumstances.

7. Acceptance of Premises. Lessee agrees by occupancy of the premises that the leased premises are in tenantable and good condition and meet all requirements for occupancy of Lessee.

8. Alterations, Repairs and Upkeep. Lessee shall pay all expenses to maintain and keep in good condition and repair the roof, exterior walls, interior walls, floors and floor coverings, windows, heating and air conditioning systems, plumbing, wiring and all other parts and systems of the demised building. Lessee further agrees to surrender said premises at the end of this lease in as good condition and repair as the same existed on the date of initial occupancy, reasonable wear and tear excepted.

All alterations of the leased premises required by Lessee shall be made at the expense of Lessee and shall be made in a workmanlike manner without damage to the leased premises; provided, Lessee shall make no alteration of the leased premises without first obtaining the written consent of Lessor.

All repairs and additions made by the Lessee to the leased premises shall be considered a part of the real estate and as such, property of the Lessor. Any personal property, fixture or equipment left upon the leased premises by Lessee after the termination date of this agreement shall be and become the sole and exclusive property of Lessor.

9. Assignment of Rights Under Agreement. This agreement shall not be transferred nor assigned, nor the premises or any part thereof sublet by Lessee, except with the written consent of Lessor.

10. Liabilities and Indemnification. Lessor shall not be responsible for injuries or damages to any person or property occurring on the leased premises or for injury or damage connected with ingress, regress and egress to and from the leased premises by the Lessee or the agents or invitees of Lessee for any cause whatsoever, except damages resulting from a defect in the portion of the building Lessor is obligated to keep in repair, and then only after the Lessor has received written notice from Lessee that such defect exists. Lessee shall save the Lessor harmless from any liability by reason of personal injury to any person or persons or by reason of injury to any property occurring on or about the leased premises resulting from use and occupation of the premises by Lessee, except injuries and damages resulting solely from defects about which Lessor has been notified as herein provided.

11. Bankruptcy or Insolvency of Lessee. It is expressly agreed that if at any time during the term of this agreement, Lessee shall be adjudged bankrupt or insolvent by any federal or state court of competent jurisdiction, Lessor may at its option declare this lease terminated and cancelled and take possession of the leased premises.

12. Notice. When any party to this agreement is required to give notice under the terms hereof, or under the laws of North Carolina, the notice shall be in writing by certified mail, return receipt requested, to the address of the party to be notified as stated below. Each party shall be responsible for notifying the other party of any change in the respective addresses listed below. In lieu of notice by certified mail, the Lessor may satisfy any of its said notice requirements under this lease or under GA law by posting written notice upon the leased premises for the period of time required.

To Lessor: OM SHIV 2007 LLC

To Lessee: RONAK PATEL
4116 NAPIER AVE MACON,GA 31220

13. Quiet Enjoyment. Lessor covenants to and with the Lessee that Lessee, fully complying with all terms and conditions hereinabove, shall have quiet and peaceful enjoyment, use and occupancy of the leased premises; provided, however, Lessee shall make no unlawful or offensive use of said premises.

Lessee covenants and agrees to keep and maintain the leased premises in conformity to and in compliance with all ordinances, laws, statutes and regulations of the federal, state and local authorities having jurisdiction thereof, and Lessee agrees to protect, indemnify and save harmless Lessor from and against any penalty, fine or expense imposed or incurred for any violation of such ordinance, regulation, statute or law occasioned by any act or neglect of the Lessee.

14. Inspection. Lessor may enter into and inspect the leased premises at reasonable times and upon reasonable notice to Lessee.

15. Forfeiture for Non-Compliance. It is expressly agreed that if the Lessee shall fail to make any payment of rent when due or fail to do and/or perform any matter or thing herein agreed to be done and performed by Lessee, Lessor, without any other notice or demand, may terminate this lease and require Lessee to vacate the premises hereby leased, or Lessor may in lieu of the above or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease agreement.

In the event Lessor incurs attorney fees in order to collect any payments from Lessee specified in this agreement to be made by Lessee, or to terminate said lease agreement for breach of covenants enumerated herein or to evict Lessee, then Lessee agrees to pay any reasonable attorney fees incurred by Lessor plus any court costs involved in such proceedings plus interest on moneys due at the statutory rate from the date said moneys first become due and payable.

16. Covenants. Whenever in this lease agreement any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

17. Non-Waiver. It is agreed that no assent, express or implied, by Lessor to any breach of the covenants of Lessee shall be deemed to be a waiver of any succeeding breach of the same covenant.

18. Entire Agreement. This agreement contains the entire understanding between the parties and supersedes any prior understanding and written or oral agreements between them. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this agreement, which are not fully expressed herein. The obligations herein assumed shall be binding upon the each party, its purchasers, successors and assigns, and this agreement may not be modified or amended except by written document of the same formality as this agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in duplicate originals, one of which is retained by each of the parties hereto, the day and year first above written.

LESSOR:

Pragnesh Patel (SEAL)
PRAGNESH PATEL

LESSEE:

R. PATEL (SEAL)
RONAK PATEL

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: R. PATEL Date: 02/03/25

Business Name: TRIANGLE FOOD & GAS

I hereby certify that RONAK PATEL (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 3rd day of February, 2025.

[Signature]
Notary Public

February 1st, 2026
My Commission Expires



Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: R. PATEL Date: 02/03/25
(If different from Agent)

Title: OWNER

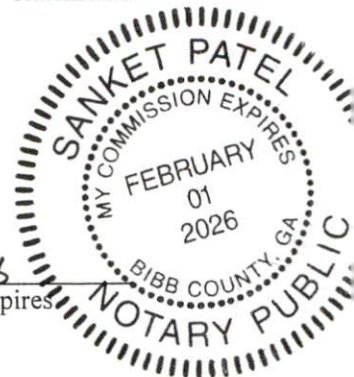
Business Name: TRIANGLE FOOD & GAS

I hereby certify that R. PATEL (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 3rd day of February, 2025.

[Signature]
Notary Public

February 1st, 2026
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: TRINACRE FOOD & GAS

Business Address: 2112 MILLERFIELD RD MACON GA 31217

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☒ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

R. PATER
Applicant/Agent Signature

02/03/25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: TRINGAL FOOD & GAS

Business Address: 2112 MILLERFIELD RD MACON - GA 31217

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Sgt. D. H. [Signature] #7223
Code Enforcement Department Designee

1-28-2025
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

R. PATE
Applicant/Agent Signature

02/03/25
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

R. PATEL

Signature

RONAK PATEL

Print Name

02/03/25

Date



Alcohol License Questionnaire

Name of Business: TRINITY FOODS GA
 Owner's Name: RONAK PATEL
 Address: 2112 MILLER AVE RD
MACON GA 31217

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records?

\$50,000.00

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: ☐ Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

R. PATEL

Signature

RONAK PATEL

Print Name

02/03/25

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: TRINITEE FOOD & GAS

Business Address: 2112 MILLER FIELD RD MACON GA-31217

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

A. PATEL
Applicant/Agent Signature

02/03/25
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: RONAK PATEL BUSINESS OWNER
2. Name of the subject of this Certificate, if different from the applicant:
TRINGLE FOOD & OAS
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

DISCOUNT BROS

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

R. PATEL RONAK PATEL
Print and Sign Name

I have read and subscribed before me this
day 12 of February, 2025
01/24/2025
Notary Public
My commission expires: 11/24/28



Macon-Bibb County Certificate of Good Standing

1. Name of the applicant: Praynesh Patel
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying: _____
4. If the subject is an individual, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Praynesh Patel
Print and Sign Name

Sworn to and subscribed before me this
6th day of February, 2025.

[Signature]
Notary Public

My commission expires: February 1st, 2026





Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Ronak Patel – Fingerprints Completed: 02.19.2025

Business Name: OSP 3 LLC DBA Triangle Food & Gas

Business Address: 2112 Millerfield Rd Macon GA 31217

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: <u>David J. Davis</u> 2/27/2025	
	Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414...	
	Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted		
	Mayor, Macon-Bibb County, Georgia	Date
Denied		
	Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted		
	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied		
	Clerk of the Macon-Bibb County Commission, Georgia	Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 3/27/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☒ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE APPROPRIATION OF \$2,000,000.00 FROM SPONSORED PROGRAMS LINE ITEM 250.0368 – PUBLIC SAFETY (SCHOOL PUBLIC SAFETY CAMERAS) TO RECRUIT AND RETAIN PUBLIC SAFETY EMPLOYEES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, public safety is a paramount priority of the Macon-Bibb County Commission; and

WHEREAS, Macon-Bibb County maintains a sponsored programs fund, comprised of revenue from the school public safety cameras, that is designated exclusively for use on public safety initiatives; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate \$2,000,000.00 of such funds to be used to recruit and retain public safety employees; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$2,000,000.00 from Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) to recruit and retain public safety employees.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, the County Manager and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2025 Miller Appropriating \$2,000,000.00 From Public Safety Fund For Public Safety Employees 3-28-25.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE APPROPRIATION OF \$1,000,000.00 FROM SPONSORED PROGRAMS LINE ITEM 250.0368 – PUBLIC SAFETY (SCHOOL PUBLIC SAFETY CAMERAS) TO THE BIBB COUNTY SCHOOL DISTRICT TO BE USED TO RECRUIT SCHOOL RESOURCE OFFICERS AND TO IMPROVE EXISTING AND INSTALL NEW CROSSWALKS IN SCHOOL ZONES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, public safety is a paramount priority of the Macon-Bibb County Commission; and

WHEREAS, Macon-Bibb County maintains a sponsored programs fund, comprised of revenue from the school public safety cameras, that is designated exclusively for use on public safety initiatives; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate \$1,000,000.00 of such funds to the Bibb County School District to be used to recruit school resource officers and to improve existing and install new crosswalks in school zones; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$1,000,000.00 from Sponsored Programs Line Item 250.0368 – Public

Safety (School Public Safety Cameras) to the Bibb County School District to be used to recruit and hire school resource officers and to improve existing and install new crosswalks in school zones.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2025 Miller Appropriating \$1,000,000.00 In Public Safety Fund To BOE 3-28-25.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION EXPRESSING THE INTENT OF MACON-BIBB COUNTY TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO CERTAIN CAPITAL IMPROVEMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County (the “**County**”) is a single county-wide government with powers and jurisdiction of a municipal corporation and a political subdivision organized pursuant to the Constitution and laws of the State of Georgia, specifically 2012 Ga. Laws 5595, as amended by 2013 Ga. Laws 3501, the governing body for which is the Macon-Bibb County Commission (the “**Commission**”); and

WHEREAS, the members of the Commission have been duly elected and qualified; and

WHEREAS, it is the current intent of the County to make certain capital improvements including but not limited to the following: purchase of property known under the present system of numbering as 40 Spring Street (Parcel No. R071-0121); and purchase of property known under the present system of numbering as 4005 Arkwright Road (Parcel No. N042-0020); 4025 Arkwright Road (Parcel No. N042-0004); 4035 Arkwright Road (Parcel No. N042-0003); and 4055 Arkwright Road (Parcel No. N041-0001) (the “**Projects**”); and

WHEREAS, the Commission has determined that it is in the best interest of the County to finance all or a portion of the Projects through the issuance of general obligation bonds; and

WHEREAS, the Commission has determined that it is necessary to make capital expenditures to acquire and construct the Projects prior to the time that the County arranges for the specific financing of such Project; and

WHEREAS, it is the Commission’s reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), it is the Commission’s desire that this resolution shall constitute the “official intent” of the Commission to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that_:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Commission and the officers, employees, and agents of the County directed toward such financing is hereby ratified, approved, and confirmed.

Section 2. The County intends to finance approximately \$1,500,000.00 to pay all or a portion of the costs of the Projects, including the reimbursement of certain costs incurred by the County prior to the receipt of any proceeds of a financing, upon terms acceptable to the County, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Projects and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The County shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 7. If any section, paragraph, clause, or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the Commission, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall be in full force and effect upon its passage and approval.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Expressing Intent to Reimburse Expenses from SPLOST - 3-26-25.docx

CLERK'S CERTIFICATE

Now comes the undersigned Clerk of Commission of Macon-Bibb County, Georgia (the "**County**"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Macon-Bibb County Commission in a public meeting properly and lawfully held and assembled on April 1, 2025, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Ga. Code Ann. T. 50, Ch. 14.

Dated April 1, 2025.

(S E A L)

Clerk of Commission

Janice S. Ross, Clerk of Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOSTIC/BOSTIC AND ASSOCIATES, LLC, TO PERFORM SIDEWALK CONSTRUCTION ALONG BARRINGTON HALL DRIVE, BETWEEN CAMBRIDGE WAY AND 797 BARRINGTON HALL DRIVE, AT A COST OF \$310,775.00.00, TO BE PAID FROM 2018 SPLOST FUNDS FOR ROAD WORK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has determined that the level of residential development and pedestrian and vehicle traffic along Barrington Hall Drive necessitates the installation of sidewalk facilities; and

WHEREAS, Invitation for Bids (IFB) No. 25-029-LH was published on January 17, 2025, advertised on the Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, one hundred ninety (190) vendors were notified of the IFB, of whom, nineteen (19) self-identified as African American owned, five (5) self-identified as Asian American owned, eight (8) self-identified as Native American owned, and one (1) self-identified as Hispanic/Latino owned; and

WHEREAS, on the published due date, February 27, 2025, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, Bostic/Bostic and Associates, LLC, whose total bid was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, Bostic/Bostic and Associates, LLC maintains its primary place of business in Reidsville, Georgia and, has self-identified as an African-American owned business; and

WHEREAS, Engineering and Procurement concurs with this contract award; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an independent contractor agreement with Bostic/Bostic and Associates, LLC, to perform sidewalk improvements along Barrington Hall Drive, between Cambridge Way and 797 Barrington Hall Drive, in the amount of THREE HUNDRED TEN THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$310,775.00), to be paid from 2018 SPLOST funds for roadwork, and with such agreement in a substantially similar form as the attached Exhibit A, incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated

an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement With Bostic Bostic And Associates For Barrington Hall
Sidewalk Phase II - \$310,775.00 - SPLOST - 3-10-25.Docx*

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MACON-BIBB COUNTY AND BOSTIC/BOSTIC AND ASSOCIATES, LLC

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made by and between Macon-Bibb County, a political subdivision of the State of Georgia, ("County"), and Bostic/Bostic and Associates, LLC ("Contractor"), a Georgia corporation having a principal place of business at 172 Oak Street, PO Box 1452, Reidsville, GA 30453 collectively the Parties ("Parties").

In consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Term and Compensation

1.1 Term

This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until completion of Contractor's duties, not to exceed one year from contract execution unless terminated earlier by operation of and in accordance with this Agreement. The Agreement may only be extended thereafter by written mutual written consent of the Parties.

1.2 Compensation

Contractor shall receive THREE HUNDRED TEN THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$310,5775.00) as full compensation for services performed under this Agreement, in accordance with Exhibit A – Contractor's Pricing Proposal, attached hereto and incorporated by reference ("Exhibit A"). Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. Any unauthorized work or material change will not be compensated unless a change order has been approved in writing by the County.

County shall not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

2. Services and Obligations of Independent Contractor

2.1 Scope of Services

Contractor shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically detailed in Exhibit B – Barrington Hall Sidewalk Project Scope of Work (“Exhibit B”), attached hereto and incorporated by reference. In general terms, this project shall include without limitation, the preparation of the site and installation of the sidewalk facilities in accordance with GDOT, ADA, and all other applicable design standards, along Barrington Hall Drive, between its intersections with Zebulon Road and the westside of Cambridge Way, as more fully described in Exhibit B. All work contemplated hereunder shall be completed in accordance with all state, federal, and local laws, rules, and ordinances.

2.2 Schedule

Contractor shall commence work as soon as practicable, but no later than 10 calendar days from the County’s issuance of the Notice to Proceed. Contractor shall complete all work within seventy-five (75) calendar days following the County’s issuance of the Notice to Proceed. This Schedule shall include all clean up, demobilization, and other work necessary to return the project area to its final state. This schedule includes accommodation for weather delays of 3 calendar days, Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, unless extended in writing by mutual consent of the Parties.

The County shall be entitled to receive, and may withhold from payments to Contractor, liquidated damages of ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00) for each day that the project is delayed beyond the scheduled completion date, unless the Contractor obtains an extension of time from the County. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract

2.3. Method of Performing Services

(a) General

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations. Contractor shall obtain all permits and licenses and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities

having jurisdiction over the project and submit certificates of approval to the County.

(b) Layout of Work

Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

(c) Work Area

Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.

Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County.

In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

(d) Underground Utilities

The Contractor shall verify all underground utilities and their location prior to commencing any work under this Agreement. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

(e) Traffic Control

Contractor shall maintain traffic by utilizing adequate construction signs and flagmen at all times.

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to properly protect and divert traffic.

Contractor shall ensure that barricades and detour signs are illuminated at night.

Contractor shall be responsible for all costs associated with required traffic control.

Contractor shall assume responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

(f) Erosion Control

Erosion control measures will be required for this project. In planning and implementation of such erosion control measures, Contractor shall refer to "Manual for Erosion and Sediment Control in Georgia" prior to any grading or construction activities. Contractor shall obtain approval for any activity involving erosion control measures or construction from the Macon-Bibb Engineering Department. The Contractor shall utilize erosion control measures during the course of completing this

(g) Vandalism

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

(h) Material Disposal

Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises.

No burnishing of trash, dirt, stumps, tree trunks, excess materials, or other items shall be permitted at the premises.

All costs of removing trash shall be the responsibility of Contractor.

Contractor shall be responsible for the place and method of proper disposal.

(i) Inspection

Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the specifications for this project, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

The County shall serve as the referee and final decision maker with regards to all matters related to design, specifications, and project terms of this Agreement. County does not agree to waive any rights to trial by jury.

County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn

defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

2.4 Resources

All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

3. Non-Employment Relationship between County and Contractor

3.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered.

3.2 Withholding Taxes and Benefits

Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

4. Contractor Representations and Warranties

4.1 Authority

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by

Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

4.2 Professional Standards

The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing services like the services being provided. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

4.3 Conformity

The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all Exhibits attached hereto.

4.4 Representations and Warranties

Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4.5 Compliance with Laws

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement.

5. Contractor's Obligations

5.1 Personnel

Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Contractor's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services.

5.2 Subcontracting and Assignments

Contractor shall provide all relevant information of any subcontractors and provide a copy of any subcontractor's business registration with the State of Georgia. Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms,

covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards any subcontractor be greater than County's responsibilities to Contractor under this Agreement.

5.3 Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

5.4 Payment and Performance Bond

Contractor shall purchase payment and performance bonds prior to the commencement of any construction on the Project. Each bond shall: be in a form approved by County; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so. The penal sum of each bond shall be an amount not less than the contract price.

Contractor shall deliver bonds and powers of attorney to County prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

In the event the Contract Price is adjusted by Change Order executed by the parties, the penal sum of both of the performance bond and the payment bond shall be deemed to be automatically increased by like amount without requiring additional notice to the Surety.

6. Company Prohibitions to Create a Safe Work Environment

6.1 Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

6.2 Prohibition on Unlawful Discrimination and Harassment

County does not discriminate based on race, color, national origin, sex, age, religion or disability in any employment policies and practices. County prohibits unlawful discrimination or harassment, including sexual harassment. Neither Contractor, employees, nor subcontractors shall engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

6.3 Equal Employment Opportunity

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees.

7.2 Termination for Default

The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or fail to make progress so as to endanger performance of this Agreement in accordance with its terms, and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

8. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County
Attn: Mayor
700 Poplar Street
P.O. Box 247
Macon, GA 31202-0247

For Independent Contractor:

Bostic/Bostic and Associates, LLC
Attn: Clarence Bostic
P.O. Box 1452
Reidsville, Georgia 30453

With a copy to:

Macon-Bibb County
Attn: County Attorney
700 Poplar Street
P.O. Box 247
Macon, GA 31202

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. Indemnification

Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason.

10. Insurance Requirements

10.1 General Terms

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified by County. All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. §50-21-37.

10.2 Commercial General Liability Insurance Policy ("CGL")

Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

10.3 Business Automobile Liability Insurance (“BAP”)

Independent Contractor agrees to procure and maintain Business Automobile Liability Insurance (“BAP”) with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles, with a maximum deductible of not more than \$5,000.00. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

10.4 Workers’ Compensation Insurance

Independent Contractor agrees to procure workers’ compensation coverage in accordance with the statutory limits established by Georgia law and as specified in Exhibit A. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker’s Compensation Insurance and shall submit the certificate on the Contractor’s letterhead in accordance with the terms specified in Exhibit A.

10.5 Evidence of Insurance

Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of “B+” or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

10.6 County’s Obligation

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

12. Arbitration and Jury Trial

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

13. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

14. Work Product, Intellectual Property, and Information

Contractor agrees that all work product, intellectual property, and information generated in providing services to the County shall be considered "work for hire" and will become the property of County from the time of its creation. County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Agreement.

15. Confidential Information and Open Records

The Parties acknowledge that both Contractor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198,

Supreme Court of Georgia, decided August 13, 2024. As a result, Contractor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the County's possession.

Upon execution of this Amendment, Contractor shall designate in writing that one or more of its officers shall be the open records officer for Contractor in accordance with the Open Records Act. In the event that Contractor receives a request for records under the Open Records Act, Contractor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Contractor shall provide County with copies of all records proposed for production prior to responding to such request. Contractor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Contractor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Contractor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Contractor's complete compliance with the provisions of this section shall be performed at no cost to County.

Contractor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Contractor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Contractor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

16. General Terms

16.1 Waiver

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

16.2 Severability

If any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

16.3 Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

16.4 No Drafting Presumption

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

16.5 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

16.6 Previous Agreements

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

17. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing

an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

18. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by the County and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____

(SEAL)

BOSTIC/BOSTIC AND ASSOCIATES, LLC:

By: _____
_____(Name/Title) Date _____

Attested: _____
_____(Name)(Title) Date _____

(SEAL)

Exhibit A

Bid Price Form

For

25-029-LH Barrington Hall Phase II

Total Bid Price	\$ <u>310,775.00</u>
Timeline for Project	<u>75</u> Calendar Days

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Printed Name: Clarence Bostic

Authorized Signature: Clarence Bostic **Date:** 02/24/2025

Company Name: Bostic/Bostic and Associate, LLC

Jack Williams
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.
Jack Williams
Procurement Facilitator

Witness
Procurement Facilitator
I, Jack Williams
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.

Witness

Exhibit B

ATTACHMENT B REVISED

Revised Barrington Hall Sidewalk Project Phase 2 as of 2/3/2025

Macon Bibb County is looking to construct sidewalks along Barrington Hall Drive from the west side of Cambridge Way to west of 797 Barrington Hall Drive. A sidewalk will be constructed on the north/west side of Barrington Hall Drive from the westside ADA ramp at landing pad at Cambridge Way to the Golf Cart Crossing east of High Ridge Drive. The sidewalk will then be constructed on the south side of Barrington Hall Drive from the Golf Cart Crossing east of High Ridge Drive to the golf course crosswalk west of 797 Barrington Hall Drive.

Use GDOT Standard Specifications unless otherwise specified.

ADA ramps and crosswalks are required at the falling locations:

1. ADA ramp and landing on the northeast corner of Hampton Way with a High emphasis crosswalk to the sidewalk on the north/west side of Barrington Hall Drive.
2. ADA ramps and standard crosswalk at Hampton Way west side.
3. Improved Ramps for both pedestrians and golf carts with a High emphasis crosswalk at the Golf Cart Crossing east of High Ridge Drive.
4. ADA ramp and standard crosswalk at High Ridge Drive.
5. ADA ramp and landing on the Northeast corner of Winsor Way with a High emphasis crosswalk to the sidewalk on the south side of Barrington Hall Drive.
6. ADA ramp and standard crosswalk at Greenvue Terrace.
7. ADA ramp and standard crosswalk at Princeton Drive.
8. ADA ramp and landing on the Northeast corner of Sand Trap Place with a High emphasis crosswalk to the sidewalk on the south side of Barrington Hall Drive.
9. ADA ramps and standard crosswalk at Tivoli Place.
10. ADA ramp and landing on the Northeast corner of Fosters Green with a High emphasis crosswalk to the sidewalk on the south side of Barrington Hall Drive.
11. ADA ramps and standard crosswalks at both roadways of Barrington Place Way.

All crosswalks are thermoplastic.

Sidewalks will be constructed with 3000 psi concrete and be 5 feet wide, 4 inches thick. All driveways and ADA Ramps will be constructed with 3000 psi concrete and be 6 inches thick.

Location of ADA Ramps will be identified in the field. All ADA ramps and detectable warning surfaces will be included on cost of the sidewalk.

Sidewalks will match the back edge of the curb and have a maximum cross slope of 2% draining to the curb. Transition all sidewalks around mailboxes and storm drainage inlets. Driveways will need to be reconstructed within the right of way for sidewalk crossing to meet ADA requirements.

Sidewalk control joints shall consist of a slot or groove, at least 1 inch (1") in depth and one-fourth inch (1/4") in width and placed at a 5-foot spacing. Place expansion joints to separate fixed or different concrete structures where needed.

Gravity walls may be needed for sidewalk construction in areas where existing slopes exceed 1:2 (rise to run) at the back of the sidewalk. Max height 2 feet. Possible location of Gravity Wall are the areas north and south of Hampton Way.

Location of Gravity Wall will be identified in the field.

Earthwork to be included in associated pay item (Sidewalk, Driveway and Gravity Wall)

Erosion control devices to be placed as needed using best management practices.

There is an existing surface rock in the right of way on the southside of Barrington Hall Drive between 765 and 769 Barrington Hall Drive. Include means to place the sidewalk adjacent to this rock. Partial removal may be required.

All disturbed areas will be sodded, matching the existing grass type.

Estimated Quantities

Traffic Control (LS)	1
Clearing and Grubbing (LS)	1
Erosion Control (LS)	1
Sidewalk (SY)	1050
Sidewalk with 6" Back Curb (SY)	1000
Sidewalk with 8 " Back Curb (SY)	1000
Gravity Wall (Scheme 1) (CY)	150
Driveways (SY)	130
Concrete Removal (SY)	500
Sodding (LS)	1
Crosswalk (Ladder Style) (EA)	5
Crosswalk (Standard 2 Line) (EA)	6
Crosswalk Ahead Signs (EA)	10
Crosswalk Signs (EA)	10

Stop Bars (24") (EA)

10

Bid Quantity Sheet

Item	Unit of Measure	Quantity	Unit Price	Total
Traffic Control	LS	1	_____	_____
Clearing and Grubbing	LS	1	_____	_____
Erosion Control	LS	1	_____	_____
Sidewalk	SY	1050	_____	_____
Sidewalk with 6" Back Curb	SY	1000	_____	_____
Sidewalk with 8" Back Curb	SY	1000	_____	_____
Driveways (6")	SY	130	_____	_____
Concrete Removal	SY	500	_____	_____
Gravity Wall (Scheme 1)	CY	150	_____	_____
Sodding	LS	1	_____	_____
Crosswalk (Ladder Style)	EA	5	_____	_____
Crosswalk (Standard 2 Line)	EA	6	_____	_____
Crosswalk Ahead Signs	EA	10	_____	_____
Crosswalk Signs	EA	10	_____	_____
Stop Bars (24")	EA	10	_____	_____

BID TOTAL:







LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN ADDENDUM TO THE CONSTRUCTION MANAGER AT-RISK AGREEMENT WITH CHRIS R. SHERIDAN & CO., DBA SHERIDAN CONSTRUCTION TO ADD ELEVATOR AND DOOR INSTALLATION TO THE SCOPE OF WORK IN THE AMOUNT OF \$704,485.00, TO BE PAID FROM 2018 SPLOST - CULTURAL AND RECREATION – AUDITORIUM AND THE COLISEUM & AUDITORIUM FUND; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 1, 2021, the Macon-Bibb County Commission approved R-21-0135, authorizing the Mayor to enter into a Construction Manager At-Risk Agreement with Chris R. Sheridan & Co., DBA Sheridan Construction (“Sheridan Construction”) for various improvements and renovations to the City Auditorium; and

WHEREAS, Sheridan Construction was selected to perform the Construction Manager At-Risk Services from the responses to Request for Qualification/Request for Proposals 21-003-LS; and

WHEREAS, the Construction Manager At-Risk Agreement contemplates that upon completion of design plans and drawings, renovations and improvements to the Auditorium would be undertaken in a phased approach; and

WHEREAS, the initial phases of work have been completed however, installation of an elevator system and installation of previously purchased arched doors was not included in the work in phase I or phase II; and

WHEREAS, Sheridan Construction has submitted pricing sheet for this third phase of work showing that installation of the elevator system and doors will cost \$704,485.00; and

WHEREAS, the Macon-Bibb County Commission, recognizing the historical and cultural importance of the Macon City Auditorium and desiring to ensure that all people are able to enjoy the facility, desire to have the elevator and door installation completed

WHEREAS, Procurement agrees with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Addendum to the Construction Manager At-Risk Agreement with Chris R. Sheridan & Co. DBA Sheridan Construction, Inc., in the amount of \$704,485.00, with such Addendum to be in a substantially similar form as the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from 2018 SPLOST funds, Cultural & Recreation – Auditorium line item and the Coliseum & Auditorium fund.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission

that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Addendum to CM At Risk - Sheridan - \$704,485 - Audotirum Elevator and Doors - 3-27-25.docx

EXHIBIT A

**ADDENDUM TO AMENDMENT TO AGREEMENT FOR CONSTRUCTION
MANAGEMENT/GENERAL CONTRACTOR SERVICES BETWEEN CHRIS R. SHERIDAN &
CO. DBA SHERIDAN CONSTRUCTION AND MACON-BIBB COUNTY**

THIS ADDENDUM to the Amendment to Agreement for Construction Management/General Contractor Services between Chris R. Sheridan & Co. DBA Sheridan Construction and Macon-Bibb County, effective April 20, 2022 ("First Amendment"), is made this ____ day of April, 2025, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("**County**"), and Chris R. Sheridan & Co. DBA Sheridan Construction ("**Construction Manager or CM**"), collectively the Parties ("**Parties**").

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- I. Pursuant to Section III. of the First Amendment, the improvements to the Auditorium contemplated in the original Agreement are undertaken in a phased approach, with Phases I & II being complete. CM & County desire to enter into further Addenda to provide for additional improvements to the Auditorium. CM has provided a third scope of work and Gross Maximum Price ("GMP"), with such document attached hereto and incorporated herein as Exhibit A.

The Parties agree that the scope of work and GMP for Phase III included in Exhibit A shall be the applicable GMP and scope of work for the third phase of construction.

- II. CM represents and warrants that the scope of work for Phase III included in Exhibit A does not include any task or work that was required to be completed in Phase I or Phase II for the respective GMPs for those Phases or the pursuant to the First Amendment and initial Agreement for Construction Management/General Contractor Services between Chris R. Sheridan & Co. DBA Sheridan Construction and Macon-Bibb County ("Agreement").
- III. All other terms and conditions of the First Amendment and Agreement, except those expressly modified herein, shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Addendum to be effective as of the date above written.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attest: _____ (SEAL)
Janice S. Ross, Clerk of Commission

Chris R. Sheridan & Co. DBA Sheridan Construction:

By: _____
Christy Kovac, President/CEO

Attest: _____ (SEAL)

Exhibit A



Main Office:
1572 Schofield Street
Macon, GA 31201
Phone (478) 743-1578

West Georgia Office:
314 Greenville Street
LaGrange, GA 30241
Phone (706) 837-0407

www.sheridanconstruction.com

January 7, 2025

Clay Murphey
Macon Bibb County
clay.murphey@cox.net

Re: Macon City Auditorium
415 1st St
Macon, Georgia 31201

Dear Mr. Murphey:

Thank you for the opportunity to provide you with pricing for the installation of 9 sets of corridor doors and the furnishing and installation of a complete elevator system including shaft and foundations. Our pricing is as follows:

Stand alone price to install the 9 pairs of arched doors purchased in phase 1 is **\$259,280.00**

Stand alone price to furnish and install elevator cab, shaft and complete foundation package is ^{590,000}**\$650,425.00**

Price if both scopes of work can be completed during the same mobilization period is **\$704,485.00**

Our pricing includes the following items:

Corridor Door Replacement

- Pricing in 9 mobilizations to ensure that doors can be replaced in a manner that does not disrupt scheduled events.
- Tear out and replace 9 pairs of radius top doors including custom door frames and radius trim.
- Finish all doors, frames & trim.
- Installation of all door hardware.
- Patching and repairing existing plaster as needed.
- All required cleaning and protection of existing finishes to complete this scope of work.

Elevator, Shaft & Foundations

- Demolition of current mud slab.
- Existing utility relocation as required.
- Installation of helical pile system.
- All concrete work required for the elevator foundation and pit.



- Waterproofing of elevator pit.
- All require steel items.
- CMU elevator shaft from basement to first floor.
- Turnkey elevator and all required equipment.
- Metal framing & drywall for elevator shaft on first floor and soffit for relocated duct.
- All required finishes.
- Plaster repair as needed.
- All cleaning and protection of existing finishes to complete this scope of work.

If you have any questions or concerns regarding this proposal, please give me a call.

Sincerely,

Michael Canipe
Director of Preconstruction

**Macon City Auditorium
Elevator Scope And
Corridor Doors**

1/7/2025

Description	GMP Cost
CONSTRUCTION COSTS	
General Requirements	\$ 34,854
Demolition	\$ 39,894
Helical Piers at Elevator Foundation	\$ 33,100
All Concrete & Masonry Work for Elevator shaft	\$ 77,500
Structural & Misc. Steel	\$ 14,076
Custom Door Frames and Trim	\$ 60,126
Labor to Install 9 Doors and All Associated Hardware	\$ 13,500
Wood Trim at Elevator Opening	\$ 3,020
Caulking & Sealants	\$ 3,055
Plaster & Stucco Patching	\$ 10,000
Drywall & Metal Framing	\$ 21,556
Flooring	\$ 1,024
Paint	\$ 8,600
Elevator	\$ 145,198
Sprinkler Rework	\$ 5,000
Sump Pump at Elevator Pit & Rerouting Roof Drains	\$ 12,060
HVAC	\$ 3,983
Misc. Electrical & Phone/Data	\$ 3,300
Final Cleanup	\$ 1,300
SUBTOTAL - CONSTRUCTION COSTS	\$ 491,146
PROJECT COSTS	
General Conditions (5 Months)	\$ 153,589
Preconstruction Fee	\$ -
Contingency- 5%	\$ 32,136
General Liability Insurance	\$ 2,868
Builders Risk Insurance	\$ 813
Escalation	\$ -
Bond	\$ 3,913
CM Fee - 2.85%	\$ 20,020
SUBTOTAL - PROJECT COSTS	\$ 213,339
TOTALS-CONSTRUCTION COST w/ CONTINGENCY	\$ 704,485



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$130,000.00 FROM 2018 SPLOST PROCEEDS TO BE ALLOCATED TO AUTHORIZED PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “2018 SPLOST Revenues”); and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to \$130,000.00 from the 2018 SPLOST Revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$130,000.00 from 2018 SPLOST funds, Road Work, Other – Property to 2018 SPLOST funds, Road Work, Other, Property - Barrington Hall for the purpose of funding the second phase of the sidewalk project in Barrington Hall.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies

for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2025 Miller Appropriation \$130,000 In SPLOST Funds To Barrington Hall Sidewalks.Docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFORD BUILDERS & CONSULTANTS, INC., FOR THE CONSTRUCTION OF IMPROVEMENTS TO LINEAR PARK, IN THE AMOUNT OF \$1,027,549.00, TO BE PAID FROM THE GRANT FUND – LINEAR PARK-ARPA – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM (STATE ARPA FUNDS); AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by Resolution R-23-0119, the Macon-Bibb County Commission authorized the acceptance of an ARPA Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant, in the amount of \$1,375,000.00, from the State of Georgia, in order for the County to make improvements to Linear Park; and

WHEREAS, in order to select a contractor for the construction of the improvements, Request for Proposal (RFP) No. 25-021-LH was published on November 22, 2024, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, two thousand eight hundred five (2805) vendors were notified of the RFP, of whom ninety-six (96) were African American, eight (8) were Asian American, forty (40) were Native American, and twenty-four (24) were Hispanic/Latino; and

WHEREAS, on the published due date of January 23, 2025, four (4) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the RFPs, Stafford Builders & Consultants, Inc. is recommended for award of a contract for the required improvements; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Stafford Builders & Consultants, Inc.; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Stafford Builders & Consultants, Inc., for the construction of improvements to Linear Park, in the amount of \$1,027,549.00, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Stafford Builders & Consultants, Inc., for the construction of improvements to Linear Park, in the amount of \$1,027,549.00, to be paid from the Grant Fund – Linear Park-ARPA – Contract Labor – Contractual Services line item, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Stafford Builders for Linear Park Improvements
\$1,027,549.00 3-24-25.docx*

EXHIBIT A

**LINEAR PARK IMPROVEMENTS
AGREEMENT BETWEEN
MACON-BIBB COUNTY AND
STAFFORD BUILDERS & CONSULTANTS, INC.**

This Linear Park Improvements Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, a political subdivision of the State of Georgia ("County"), and Stafford Builders & Consultants, Inc. ("Contractor"), a Georgia corporation with a principal office address at 2960 Napier Ave., Macon, Georgia 31204, each individually a "Party" and collectively the "Parties."

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Term and Compensation

1.1 Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence performance of services within ten (10) days from receipt of Notice to Proceed. All work, including clean up, demobilization, and restoration of the area to its final state, shall be completed within two hundred twelve (212) days from the issuance of Notice to Proceed, but may be extended in writing upon mutual consent of the Parties.

1.2 Compensation

County shall pay to Contractor a total amount of ONE MILLION TWENTY-SEVEN THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND 00/100 CENTS (\$1,027,549.00) for the services to be performed pursuant to this Agreement. Payment of all amounts due are to be made upon presentation of an invoice to the County and will be considered past due thirty (30) days from County's receipt of invoice.

County acknowledges that the quote provided by the Contractor in their response to the RFP contemplates a total project cost of \$1,091,640.00. The Parties hereby agree to value engineer the project scope in order for the total cost to the County to not exceed \$1,027,549.00, as stated above. However, should the County receive permission from the granting agency to utilize "contingency" funds for this portion of the project, the Parties agree to restore the Scope of Services to those described in the Contractor's response to the RFP and for the County to, by Change Order, increase the payment to Contractor to reflect the full \$1,091,640.00 that they submitted in their RFP response.

A five percent (5%) retainage will be withheld from each payment until substantial completion of the project, consistent with O.C.G.A. §13-10-80. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. Any unauthorized work or material change will not be compensated unless a change order or amendment has been approved in writing by the County.

County shall not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission or agreed to in writing by the County, consistent

with Chapter 19 of the Macon-Bibb County Code of Ordinances. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

2. Services and Obligations of Independent Contractor

2.1 Scope of Services

Contractor shall commence, diligently pursue, and complete the improvements to Linear Park as set forth in this Agreement and as specifically provided in Exhibit A – Request for Proposal for Linear Park Improvements (25-021-LH) and Contractor's Response Thereto (the "Services"), with the understanding that the Parties, pursuant to Section 1 of this Agreement, have agreed to value engineer the scope of services. All Services will be performed in accordance with the specifications provided in Exhibit A, and with all federal, state, and local laws, regulations, and standard codes, including but not limited to International Building Code, State and Local Building Code, Georgia Department of Transportation requirements, and Occupational Safety and Health Administration requirements. Contractor shall maintain current licenses and permits as required for Services provided to the County. Any changes to the scope of services shall be made in writing in the form of Change Orders and must be mutually agreed upon by the Parties. Contractor is not obligated to perform any services beyond what is contemplated in this Agreement.

2.2 Schedule

Contractor shall commence work as soon as practicable upon receipt of the Notice to Proceed. Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, with all work to be completed as provided in Section 1.1 of this Agreement unless such time is extended in writing by mutual consent of the Parties. This Schedule includes all clean up, demobilization, and other work necessary to return the project area to its final state.

The County may charge Contractor ONE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$150.00) per day as liquidated damages for each day that the project is delayed beyond the date work is to be completed pursuant to this Agreement.

2.3. Method of Performing Services

(a) General

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations, including those imposed on Contractor by the Grant Terms and Conditions described in Section 17. Contractor shall obtain all permits and licenses

and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

(b) Layout of Work

Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

(c) Work Area

- (i) Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.
- (ii) Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County.
- (iii) In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due to Contractor under this Agreement.
- (iv) Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor.

(d) Traffic Control

If required by the project, the Contractor shall maintain traffic by utilizing adequate construction signs and flagmen. The Contractor shall furnish, install, maintain, and upon completion of work remove all traffic control devices necessary to properly protect and divert traffic during the term of this Agreement. The Contractor shall pay all costs associated with traffic control necessary for the performance of this Agreement and shall assume responsibility for damages resulting from failure to properly protect and divert traffic.

(e) Vandalism

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

(f) Material Disposal

Contractor shall not allow trash, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. All

costs of removing trash shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal.

(g) Inspection

(i) Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

(ii) It is mutually agreed between the Parties to this Agreement to prevent all disputes and misunderstandings between them in relation to the Scope of Services, as such is defined in Sec. 2.1 of this Agreement. In the event of a dispute, the County shall serve as the initial decision maker with regards to all matters related to design, specifications, and project terms of this Agreement. Contractor shall proceed in accordance with the County's decisions, subject to Contractor's right to seek additional compensation and time as a result of such decision. County does not agree to waive any rights to trial by jury.

(iii) County and its designated inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

2.4 Resources

All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

2.5 Warranty

Contractor shall guarantee all labor and workmanship for all Services provided for a minimum of one (1) year from the date of completion.

3. Non-Employment Relationship between County and Contractor

3.1 Independent Contractor Relationship

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to

any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing Services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for Services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

4. Contractor Representations and Warranties

4.1 Authority

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

4.2 Professional Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

4.3 Conformity

The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all Exhibits attached hereto.

4.4 Representations and Warranties

Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4.5 Compliance with Laws

Contractor will perform all services in compliance with all applicable local, state, and Federal laws, including those imposed by the Grant Terms and Conditions described in Section 17 of this Agreement. Contractor will be responsible for, and compensation paid

under this Agreement shall include, the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement.

5. Personnel, Subcontracting, and Conflicts

5.1 Personnel

Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Contractor's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services.

5.2 Subcontracting and Assignments

Should Contractor elect to subcontract any services under this Agreement, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled-person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were contracted to perform.

5.3 Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

6. Company Prohibitions to Create a Safe Work Environment

6.1 Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

6.2 Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

6.3 Equal Employment Opportunity

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

6.4 Prohibition Against Employing Illegal Immigrants

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will

verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

7. Termination

7.1 Termination

In addition to the other methods of termination provided for in this Agreement, either Party may terminate this Agreement, or any part of this Agreement upon 30 days written notice with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment only for work completed up to and including the date of termination.

7.2 Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated immediately and without further obligation on the part of the County.

8. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, GA 31202-0247

With Copy To:

Macon-Bibb County Attorney's Office
700 Poplar Street
Macon, Georgia 31202

For Contractor:

Stafford Builders & Consultants, Inc.
Attn: WyKesia Stafford
2960 Napier Ave.
Macon, Georgia 31204
kesia@staffordbci.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this section to the extent that any Claim arises as a result of Contractor's compliance with all applicable law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

10. Insurance Requirements

10.1 General Terms

Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed in the "Request for Proposals" document included in Exhibit A throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. §50-21-37.

10.2 Evidence of Insurance

Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "B+" or

better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

10.3 County's Obligation

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Arbitration and Jury Trial

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

13. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

14. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

15. Work Product, Intellectual Property, and Information

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the

performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered “work for hire” and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

16. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

The Parties acknowledge that both Contractor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Contractor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the County’s possession.

Upon execution of this Agreement, Contractor shall designate in writing that one or more of its officers shall be the open records officer for Contractor in accordance with the Open Records Act. In the event that Contractor receives a request for records under the Open Records Act, Contractor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Contractor shall provide County with copies of all records proposed for production prior to responding to such request. Contractor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Contractor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Contractor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Contractor’s complete compliance with the provisions of this section shall be performed at no cost to County.

Contractor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Contractor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Contractor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County’s right to

seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

17. Grant Funded Project

Contractor acknowledges that this Agreement is funded solely by the American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program, provided to the County by the State of Georgia. Accordingly, the County has agreed to certain Grant Terms and Conditions. Contractor is responsible for assuring that none of those Grant Terms and Conditions which apply to Contractor or any subcontractors of Contractor are violated during the Term of this Agreement. A copy of such Terms and Conditions is attached hereto and incorporated herein as Exhibit B.

18. General Terms

18.1 Waiver

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

18.2 Severability

If any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

18.3 Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18.4 No Drafting Presumption

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

18.5 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

18.6 Previous Agreements

Any services authorized by County under previous “quote(s)” for services, and any related contract documents, shall be governed by and subject to this Agreement.

18.7 Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

18.8 Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by the County and of no force or effect.

18.9 Electronic Representation and Records

The Parties agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

18.10 Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

18.11 Precedence of Documents

In the event of any express conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or

Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor

_____ Date

Attested: _____
Janice S. Ross, Clerk of Commission

_____ Date

STAFFORD BUILDERS & CONSULTANTS, INC.:

By: _____

(Printed Name & Title)

_____ Date

Attested: _____

(Printed Name & Title)

_____ Date

Q:\CONTRACTS\2025-0384 Stafford Builders & Consultants Inc. Linear Park Improvements - 1,027,549.00.Docx

EXHIBIT A



Macon-Bibb County Procurement Department 700 Poplar Street
Suite 308
Macon-Bibb County City Hall
Macon, Georgia 31201

REQUEST FOR PROPOSAL

FOR

Linear Park Improvements

98863

BID NUMBER: 25-021-LH

IBIDS DUE JANUARY 30, 2025



TITLE PAGE

1. Experience/Qualifications

1..... Letter of Interest

2..... History of Consultant

3..... Contact Information

4..... Structure

5..... Reference List

2. Project Approach

3. Project Timeline

4. Disadvantage Business Enterprise Participation

5. Price/Budget Proposal (Bid Attachment - separate envelope)

*****Financial and Fee in envelope*****

Letter of Interest

Selection Committee:

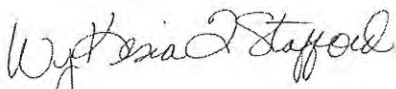
Stafford Builders and Consultants are appreciative for the opportunity to submit a proposal for the Linear Park Improvements. We are ideally suited to be the contractor of choice on this project due to the nature of the project. We see this project as a symbol for revitalizing an established and family-oriented neighborhood.

As a company of humble beginnings, we understand the importance of creating quality neighborhoods that reflect pride and community. The neighborhood has been a pivotal community to the City of Macon-Bibb County. The improvements at Linear Park will be a reflection of growth and care that will help our city to be a more thriving and prosperous city.

Like the Pleasant Hill Community, Stafford Builders and Consultant sees ourselves as part of the growth cycle for the City of Macon-Bibb County. We have been a part of the growth cycle for 25 years. Our office is situated in the mist of the Bellevue Neighborhood. We have had the privilege of working with local engineers, architectures, and subcontractors. Several of which, we would be teaming with for the Linear Park project.

BTBB, Inc (Architectural), Reeves Design Services (Civil), and Geotechnical & Environmental Consultants (Environmental Soils Consultant) are all local companies. We have worked numerous projects – i.e. churches, medical faculties, commercial, governmental, and multi-family dwellings.

The mission statement at Stafford Builders is straight forward: *To Make a Meaningful and Measurable Difference to the Organizations We Serve*. Our Company has been structured to do just that. We work with projects of various sizes and complexities. As we have grown, we have consciously decided we are never too busy, or have become too big to work with any project of any size. We are an integral part of this community.


President

Stafford Builders & Consultants, Inc



1. EXPERIENCE/QUALIFICATIONS

Organization History

Stafford Builders & Consultants, Inc., is a minority-owned General Contractor that was founded 25 years ago by Shawn Stafford. From humble beginnings to present day, the office has been located at 2960 Napier Avenue, in Macon, Georgia. As a part of the Macon business community and an established member of the at-large community itself, Mr. Stafford has been a community activist seeking equal opportunity and equal access to the American Dream for himself, his family, and the surrounding areas.

At Stafford Builders, we have had the pleasure of working with clients that have entrusted us to collaborate to bring their projects to life. These projects include multi-family housing, office buildings, mixed-use developments, churches, and Tiny Homes.

Starting this company and building this legacy has given Mr. Stafford the opportunity to proudly partner with others in the community. These partnerships have allowed Mr. Stafford to provide gainful employment to local residents and be an example of success in business and in his personal life as well.

General Company Information

Stafford Builders & Consultants, Inc
2960 Napier Avenue
Macon, Georgia 31204

Years in Business 25 (at current location)

Contact Information

Shawn Stafford / President & CEO
shawn@staffordbci.com
(primary contact)

Kesia Stafford / Project Manager
kesia@staffordbci.com

Walter Stafford / Superintendent
walter@staffordbci.com

Telephone (478) 738-9770

Fax (478) 738-0445

Form of Ownership

Stafford Builders & Consultants, Inc. is a Georgia-based corporation, established in April 1999.

State of Residency or Incorporation
State of Georgia

State License/License Number
Georgia / General Contractor- GCCO001111

Corporate Office Location

2960 Napier Avenue
Macon, Georgia 31204
(478) 738-9770

1. EXPERIENCE/QUALIFICATIONS

Contact Information

a. General

Name of Firm/Company:

Stafford Builders & Consultants, Inc

Name of Primary contact:

Walter Stafford

Address:

2960 Napier Avenue - Macon, GA 31204

Phone:

478.738.9770

Email:

walter@staffordbci.com

kesia@staffordbci.com

Website:

www.staffordbci.com

Additional Info:

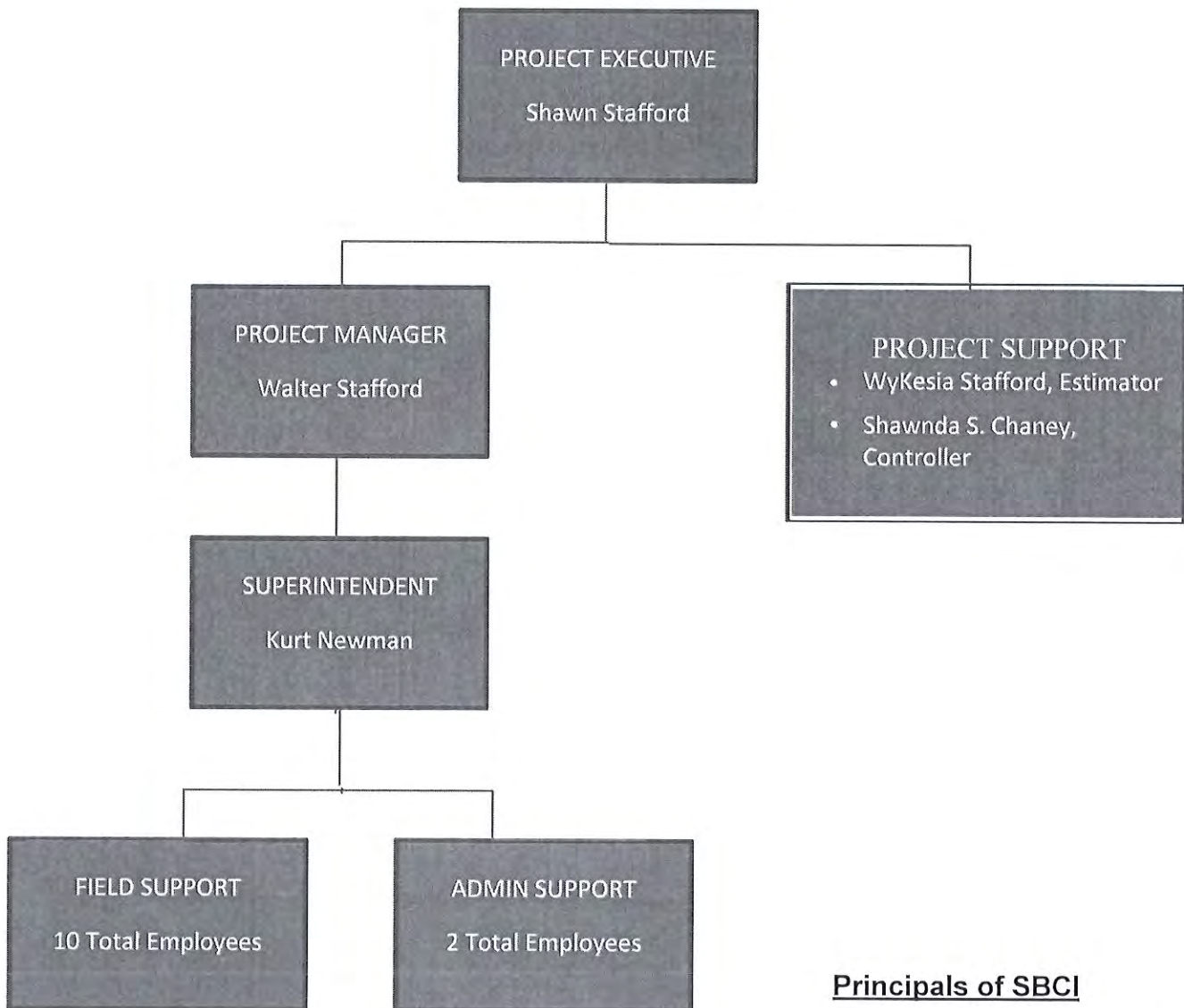
S-Corporation

Founded in 1999

Years in Business: 25 years

1. EXPERIENCE/QUALIFICATIONS

Organizational Structure



Principals of SBCI

- * Shawn Stafford, Chairman of Board
- * WyKesia Stafford, President
- * Walter Stafford, CEO
- * Shawnda Chaney, Corp Secretary



WALTER STAFFORD

PROJECT EXECUTIVE

Contact

Phone

478.447.6310

Email

walter@staffordbci.com

Expertise

- Estimating
- Project Management
- Project Lead
- Construction Software

Language

Spanish ☐

English ☐

About Me

Walter was born in Florida, but primarily grew up in Macon, GA. He is married with two children and enjoys spending time with his family, traveling, volunteering in the community, and he loves photography.

Experience

Stafford Builders 1999 - Present

CEO | 24 years of construction experience

- Peach County Health Dept. Renovation - \$1.1 mil - Project Executive
- Jones County Health Dept. Renovation - \$1.4 mil - Project Executive
- Tindall Fields III - \$10 mil - Project Executive

Qualifications and Licenses

- General Contractor's License, State of GA

Education

2001

Georgia Southern University

Bachelor of Science

Building Construction & Contracting



KURT NEWMAN

SUPERINTENDENT

Contact

Phone

478.256.3360

Email

kurt@staffordbci.com

Expertise

- Project Supervision
- Drywall
- Carpentry

Specialty

- Military Base Contracting

About Me

Kurt is from Macon, GA. He is the father of two boys and has two granddaughters. In his spare time, he enjoys cooking and recreational, firearm shooting.

Experience

Stafford Builders 2000 - Present

Superintendent 30 years of constructio experience

- Peach County Health Dept. Renovation - \$1.1 mil - Superintendent
- Tindall Fields III - \$10 mil - Superintendent
- Adams Square - \$2.35 mil - Superintendent
- Building 149 RAFB Roof Renovation - \$3 mil - Superintendent

Qualifications and Licenses

- AGC Construction Supervision Fundamentals Certificate, 2020
- Ongoing OSHA Safety Training
- Erosion Control Blue Card Certified

Education

1986-1990

United Brotherhood of Carpenters via CGTC

Four Year Apprenticeship

1. EXPERIENCE/QUALIFICATIONS

References

- a. Will Stanford
BTBB Architects Inc, *Architect*, Macon, GA
wstanford@btbbinc.com
478.742.1208
- b. Ryan Griffin
New Atlantic Realty, *Broker*, Macon, GA
RGriffin@newatlanticrealtygroup.com
478.808.5733
- c. Cass Hatcher
RiverEdge Behavior Health, *CEO*, Macon, GA
chatcher@river-edge.org
478.803.7885

1. EXPERIENCE/QUALIFICATIONS

List of Projects with similar Scope/Size

1. *Filmore Park – 3793 Log Cabin Drive, Macon, GA*

Contract Amount: \$1.2M

Scope of Project: New Construction - To include Basketball Courts, Splash Pad, Playground, Walking Trail, Pavilion, Sod

Construction Time Frame: 12 months

2. *Freedom Park – 3301 Roff Avenue, Macon, GA*

Contract Amount: \$2.5M

Scope of Project: Demolition of existing park structure. Revitalized baseball fields, new concession stands, site furniture, new dugouts

Construction Time Frame: 12 months

3. *Lynmore/Frankie Everett Lewis Park – 834 Lynmore Avenue, Macon, GA*

Contract Amount: \$826K

Scope of Project: Demolition of existing structures. New Construction - To include Basketball Courts, Playground, Walking Trail, Sod, Irrigation System

Construction Time Frame: 10 months



2. PROJECT APPROACH

Our approach to this project will reflect a proven method we've used to complete other parks for Macon-Bibb:

- Preconstruction meeting with all stakeholders
- Mobilize equipment to the site to start erosion control and site demolition
- Maintain traffic patterns for the adjacent neighborhood
- Set up storm water monitoring systems
- Install appropriate construction area signage
- Work for a few months on the underground work, followed by flat work, then we will finish with vertical structures and furnishings
- We will get inspections at specific intervals for quality control
- We will turn over as-built drawings to Macon-Bibb

3. PROJECT SCHEDULE

PROJECT SCHEDULE

Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Erosion Control							
Demo							
Grading							
Stormwater							
Utilities							
Pavilions							
Pavings							
Site Furniture							
Landscaping							





November 4, 2024

Linear Park Bid Sheet:

In compliance with your Advertisement for Bids, the undersigned, hereinafter termed the Bidder, proposes to enter a contract with Macon-Bibb to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, Specifications, or necessary to complete the Work in the manner therein specified within the time specified, for the following prices:

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied themselves as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if their proposal is accepted, they will contract with Macon-Bibb in full conformance with the Contract Documents.

PROJECT DESCRIPTION

The project includes the renovation of Linear Park located in the Pleasant Hill neighborhood of Macon, Ga. The park runs along the I-75 interstate entrance ramp wall and between Walnut St and First Avenue. The project scope will include improvements to the existing park and the renovation of the existing basketball courts at the Booker T. Washington Community Center adjacent to the park. The limits of the project are shown in the contract documents. The renovations in the park include two shade pavilions, wavy bike track, drainage improvements, electrical improvements, irrigation, signage, and landscape improvements. The renovations at Booker T. Washington Community Center include the improvements to the existing basketball courts and the addition of an outdoor work out station.

PROJECT SCOPE

This proposal includes a Base Bid and Add Alternates. The Add Alternates will be selected to be included in the Contract based on the Budget. The undersigned Bidder proposes to construct the following items for the following prices, which will include all materials, labor, overhead, profit, and expenses.



BASE BID SCOPE ITEMS

MOBILIZATION

Includes job site mobilization including required erosion and sediment control measures.

\$ 34,110.00

~~DEMOLITION~~

Includes removing and hauling off existing concrete paving, concrete curbs, asphalt, basketball court goals, footings, and signage structures. Includes de-installation of existing light fixtures, benches and trash cans to be stored off site and re-installed later. Demolition includes clearing and grubbing as necessary in landscape areas.

\$ *excluded*

GRADING COMPLETE

Includes the rough grading for the entire site. All preparation for concrete paving, asphalt paving, utility improvements and preparation for irrigation and landscape installation. Includes any cut or fill necessary for the completion of the grading as shown in the contract documents. Although the music play area and terraced concrete seatwalls are a bid alternate, the rough grading for the music play area and terraced concrete seatwalls area is included with the base bid. Includes import of topsoil as required by the written specifications for turf sod and tree planting areas.

\$ 105,860.00

STORM WATER UTILITY WORK

This includes the rework of existing storm utility infrastructure shown in the contract documents.

\$ 5,500.00

CONCRETE CURBS

This includes the grading, forming, installation and finishing of all new concrete curbs shown on the contract document plans.

\$ 3,500.00

CONCRETE PAVING

This includes the grading, forming, installation and finishing of all new concrete sidewalks and plain concrete areas as shown on the plan. Includes aggregate base course as shown in contract documents.

\$ 35,000.00

ADA CONCRETE CURB RAMPS AND WARNING STRIPS

This includes the grading, forming, installation and finishing of all new concrete ADA curb ramps and warning strips. It includes re-setting the existing concrete unit pavers in the turn arounds after the ramps are complete.

\$ 2,500.00



WAVY ASPHALT BIKE TRACK

This includes the fine grading, installation, and finishing of the wavy asphalt bike track.

\$ 37,775.00

~~BASKETBALL COURT IMPROVEMENTS~~

This includes the demolition of the existing court surfacing, goals and foundations. It includes the grading, new asphalt surfacing, new goal posts and foundations, court striping, and fencing around the courts.

\$ *excluded*

OUTDOOR WORKOUT STATION

This includes installation of the outdoor workout station including concrete footings per the manufacturer's recommendation, concrete curbing around the area, and artificial turf.

\$ 60,000.00

TWIN SHADE PAVILIONS

This includes the concrete foundations, steel structure, and shaded louvers shown in the contract documents.

\$ 223,975.00

ELECTRICAL

The includes electrical complete. This includes a new electrical service at the twin shade pavilion area. This includes setting an electrical panel for a 100 amp service as shown in the contract documents. This includes the removal and storage of existing pedestrian light poles and re-installation of poles in new locations with new concrete footings. It includes installing GFCI receptacles in the shade pavilion and installing conduit for potential future lighting in the shade pavilions. This includes service and new poles, fixtures, and foundations at basketball courts. This is the cost for the complete installation of all electrical work.

\$ 54,000.00

DRINKING FOUNTAIN

Includes installation of a drinking fountain as detailed in the contract documents.

\$ 7,000.00

FROST PROOF YARD HYDRANT

Includes installation of a frost proof yard hydrant and drainage sump as detailed in the contract documents.

\$ 900.00

REMOVABLE BOLLARDS AND KNOX BOX

Includes installation and footings for removable bollards and Knox box for fire department access.

\$ 3,550.00



IRRIGATION DESIGN AND INSTALLATION

Includes the design and installation of a fully automated sprinkler and drip irrigation system that will cover all new and existing turf and tree areas. This will include irrigation meter, RPZ backflow preventer, main line, lateral lines, pop-up spray and routers for turf area, sleeving between beds and drip irrigation and soaker hoses for trees. Include a new controller and rain sensor to shut off the system in the event of rainfall. Include a flow sensor and master value to facilitate the ease of shut off in the event of a mainline pipe break for each point of connection. Include isolation gate valves to facilitate maintenance and repairs for different sections.

\$ 45,250.00

PARK SIGNAGE

Includes installation of footings and signage for park rules signs, historic marker signage, and Walnut St entrance sign. For the base bid, the Walnut St entrance sign does not include integral lighting.

\$ 2,500.00

SITE FURNISHINGS

Includes purchasing and installing all site furnishings shown in the contract documents. It includes picnic tables, bike racks, dog waste stations with signage and footings, re-setting existing benches and trash cans that are noted in new locations

\$ 34,000.00

LANDSCAPE INSTALLATION

Landscape Installation includes the cost for the complete installation of all plant material as shown on the landscape plans and specifications as included in the construction documents. It includes soil testing and amendments as required by the written specifications. The base bid includes turf sod and irrigation in lieu of the concrete terraced seatwalls and entire music play area. It includes watering and maintenance of plant material during construction.

\$ 74,300.00

TREE PLANTING

Tree planting includes the cost for the complete installation of all plant material as shown on the landscape plan and specifications as included in the construction documents. It includes the soil testing, staking, mulching, and soil amendments as required by the written specifications. It includes the watering and maintenance of the trees during construction.

\$ 72,800.00

Additional items not listed above but are in the base bid includes but are not limited to *general conditions, layout engineering, storm water monitoring, steel painting, sidewalk paint, swale, truck turnaround, and domestic water piping.*

\$ 289,120.00

TOTAL BASE BID

\$ **1,091,640.00**



ADD ALTERNATE SCOPE ITEMS

These items are not listed in order and will be selected or removed as the budget allows

MUSIC PLAY AREA

The alternate for the music play area includes fine grading, drainage, concrete paving, shade pavilion (footings, steel structure, and shade louvers), music play equipment and footings, concrete ADA ramp, and engineered wood fiber play surfacing.

	\$	162,000.00
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CONCRETE TERRACED SEATWALLS

Includes grading and concrete terraced seatwalls.

	\$	40,000.00
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LIGHTED PARK SIGN

Includes electrical service at the Walnut St entrance and integral lighting of the park sign.

	\$	23,500.00
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Signed, Sealed and dated this 14th Day of February 2025

Bidder's Signature: Walter Stafford

Company Name: Stafford Builders & Consultants, Inc.

It is the intent of this Proposal to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled herein above.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment, after being notified to do so, and to complete the Work within the time limits set out in the Macon-Bibb General Conditions.

Conditions included in the Instructions to Bidders.

If this Proposal shall be accepted by Macon-Bibb and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, as stated in the Instructions to Bidders, within ten days from the date of Notice of Award of the Contract, then Macon-Bibb may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to Macon-Bibb as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows.

Bidder: Stafford Builders & Consultants, Inc. (Seal)

Bidder's Mailing Address 2960 Napier Ave. Macon, GA 31204

By: Walter Stafford

Title: CEO



Macon-Bibb County, Georgia

REQUEST FOR PROPOSAL

FOR

Linear Park Improvements

98863

BID NUMBER: 25-021-LH

ISSUED: NOVEMBER 22, 2024

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, JANUARY 23, 2025

**Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Macon-Bibb County City Hall
Macon, Georgia 31201**

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FORMS PROVIDED:

- BID FORM
- BIDDER QUALIFICATION FORM
- FINANCIAL & LEGAL STABILITY STATEMENT
- LIST OF SUB-CONTRACTORS
- BIDDER MINORITY PARTICIPATION GOAL
- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

- A – REQUIRED SUBMISSION DOCUMENTS
- B – SPECIFICATIONS/SCOPE OF WORK
- C - PLANS & DRAWINGS
- D – BID PROPOSAL FORM

Linear Park Improvements

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County will receive responses to the Request for Proposals for Park Improvements (**original plus 3 copies and flash drives**) as sealed bids in the Procurement Department, Suite 308, Procurement Department, Macon-Bibb County City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, January 23, 2025** for **Linear Park Improvements** for the Macon-Bibb County Engineering Department, Macon, Bibb County, Georgia.

NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.

2. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on **Thursday, January 23, 2025, at 2:00 pm.**
3. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. The Office of Small Business Affairs will be conducting **coaching sessions** for interested contractors on **Wednesday, December 18, 2024, from 12 noon to 2:00 p.m.** at the Commissioner's Conference Room, 700 Poplar Street, Macon, Georgia 31201. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or cstephens2@maconbibb.us.
4. **The deadline to submit questions is Friday, December 20, 2024, by 3:00 PM.** All questions must be submitted by email only to Lhardwick@maconbibb.us

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Macon City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

1. A non-mandatory pre-bid conference is scheduled for **11:00 o'clock a.m., Wednesday, December 11, 2024**, at Booker T Washington Community Center, 401 Monroe Street, Macon, Georgia 31201. Social distancing measures will be strictly enforced. Site visits will be scheduled on Monday, December 16, 2024, at 2:00 P.M., and December 17, 2024, at 11:00 A.M. at the Booker T Washington Community Center.

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in an amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as

“RFP# 25-021-LH – Linear Park Improvements”

and delivered by hand or mailed to:

Macon-Bibb County Procurement Department

Suite 308, 700 Poplar Street

Macon, Georgia 31201

F. Responsiveness

In order to be considered “*responsive*” the submission must include completed copies of the following documents:

- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit
- Non-Collusion Affidavit

G. Responsibility

In order to be considered “*responsible*” the submitting firm must meet the following minimum qualifications:

- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and legally responsible to perform the services included herein

H. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

I. **Local Preference**

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within **5% (five percent)** of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

J. Contract Award

1. The contract, if awarded, will be based on technical and cost proposal scores.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

K. Surety

1. Whereas the anticipated contracted price exceeds \$5,000.00 the bidder to whom the award is made shall submit a Payment Bond and a Performance Bond, both in the amount of one hundred percent (100%) of the contract price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in the current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

L. Payment Conditions

1. The County Inspector will collect material tickets, measure, and inspect work completed to date on said job and report to the Project Manager for payment.
2. A 10% retainage will be withheld from each payment until the final payment is made. The Owner will only pay for items used and actual work performed.
3. Change orders are issued for any variance from contract or plan sheets.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

M. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in the care of the contractor. If the shipping papers show clearly that any such materials are so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

N. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:
 - a) Worker's Compensation: Statutory
 - b) General Liability:
 - (1) \$1,000,000.00 combined single limit for B.I., P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Premises – Operations
 - (b) Products & Completed Operations
 - (c) Broad form Contractual
 - (d) Independent Contractor and Subcontractor
 - (e) Underground explosion and collapse
 - c) Automobile Liability:
 - (1) \$1,000,000.00 combined single limit for B.I. and P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Owned Automobiles
 - (b) Hired Automobiles
 - (c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.
3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.
4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Specifications (Attachment “A”)
2. Bid Form
3. Bidder’s Qualification Form
4. Financial & Legal Stability Statement
5. Bidder MBE Plan Form
6. List of Sub-contractors
7. Bond Forms
8. E-Verify Affidavit
9. Title VI non-discrimination Notice

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents; and,
 - b) Visited the site and became familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) The failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred to Lhardwick@maconbibb.us
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
 - b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the Owner's best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFP. Owner will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RFP.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

F. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances, and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain, and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Erosion Control

1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

H. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

I. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
 - a) Such items shall be disposed of off the premises.
 - b) Burning material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) The place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

K. Liquidated Damages

1. Liquidated damages in the amount of \$150 for liquidated damages shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection

1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Linear Park Improvement Project, for the Macon-Bibb County Engineering Department, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment “B”- Specifications, Attachment “C” – Diagrams, Attachment “D” Proposal Form, attached hereto and incorporated herein. Complete Specifications to be supplied by requesting department and attached to bid when published (please delete this note once complete).

C. Schedule

1. The contractor shall commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 30 calendar days following the Notice to Proceed. This time includes weather delays of 3 workdays. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state. .

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.

VI. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of twenty (20) pages and must be organized in a manner to display the required information in easily accessible tabs labeled:

Experience/Qualifications

- Letter of Interest
- History of the Consultant (including years in business)
- Contact information (including address(es), telephone/Fax numbers, email, etc.)
- Structure of the firm (include principal(s), project team, if applicable)
Resume(s) of key personnel
- Reference list
- List of projects with similar scope and size

Project Approach

- Detailed plan for accomplishing the project described herein this solicitation

Project Timeline

- Provide a project schedule outlining each identified deliverable

Disadvantage Business Enterprise Participation

- Demonstrates an equitable distribution that maximizes the participation of disadvantaged Business Enterprise noted on the Minority Participation Goals form

Price/Budget Proposal

- Provide budget/prices on the Proposal form included as an attachment to this solicitation

Along with the included submittal documents. Proposals shall provide the following:

- One (1) complete original proposal (hardcopy, marked “Original”).
- Three (3) copies of the complete Proposals (hard, marked “Copy”).
- One (1) PDF of the complete proposal on a USB Flash Drive.
- Technical Proposal shall be submitted in a separate envelope.
- Cost Proposal shall be submitted in a separate envelope.
- The original and copies shall include the RFP Number, RFP Title, Offeror’s Name, Date of Proposal.
- All hard copy proposal shall be printed on 8 ½ x 11” paper, 1.5 spaced preferred), with type no smaller than 11-point font size.
- Cover Sheet and Table of Contents required for original and copies of RFP.

VII. SCORING (total possible number of points = 100)

Experience – Maximum 30 points

Project Approach and Project Timeline – Maximum 20 Points

Disadvantage Business Enterprise Participation – Maximum 30 Points

Budget/Pricing – Maximum 20 Points

Scoring will be performed by a team of reviewers utilizing the Point Allocation Guidelines included in this RFP.

Evaluation Preferences: Macon Bibb County is reserving 20% of the total points available for evaluation purposes for respondents to this RFP to firms that are certified as SLBE firms or to joint ventures that have SLBE partners that collectively own at least 51% of the joint venture entity, and are performing clearly defined and monetarily valued commercially useful functions on the contract.

SLBE participation points will be awarded based upon the percentage of the dollar value of total work that is to be performed by the SLBE participants on the team for all contracts let at the predetermined percentage of the total points awarded. The determination of the Evaluation Preference points awarded to each bidder will be made using the "Point Evaluation Table" below. For SLBE participants to be counted for purposes of awarding SLBE participation points, the proposal submissions must include a copy of the certification from the Macon-Bibb County Office of Small Business Affairs designating the participating entity as a certified SLBE. Macon-Bibb County reserves the right to independently verify the SLBE status of participating contractors or subcontractors if doing so would serve the purpose of promoting SLBE participation in this project.

POINT EVALUATION TABLE

20 Points Maximum for SLBD Participation:

> 51% = 20 points	> 25% = 10 points
> 45% = 17 points	> 20% = 8 points
> 40% = 16 points	> 15% = 6 points
> 35% = 14 points	> 10% = 4 points
> 30% = 12 points	

VIII. AWARD BASIS

Award will be recommended to the respondent with the highest number of points.

VIII. CONFIDENTIALITY AND OPEN RECORDS

- A. In order to ensure compliance with Georgia's Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

VIII. SUBCONTRACTOR REPORTING REQUIREMENTS

- A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:
1. The name of each subcontractor or supplier participating in the contract.
 2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
 3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
 4. Whether each subcontractor is a supplier, subcontractor, or other.
 5. The dollar value of each subcontract or supply agreement.
 6. The actual payment to date of each subcontractor or supplier participating in the contract
- B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.
- C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were contracted to perform.

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

LIST OF SUB-CONTRACTORS

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 146 of 580

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

[illegible]

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____ My Commission Expires: _____

Notary Public [NOTARY SEAL]

Attachment "A"
Required Submission Documents



**Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ (Proceed to Section 3)

SECTION 3

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

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

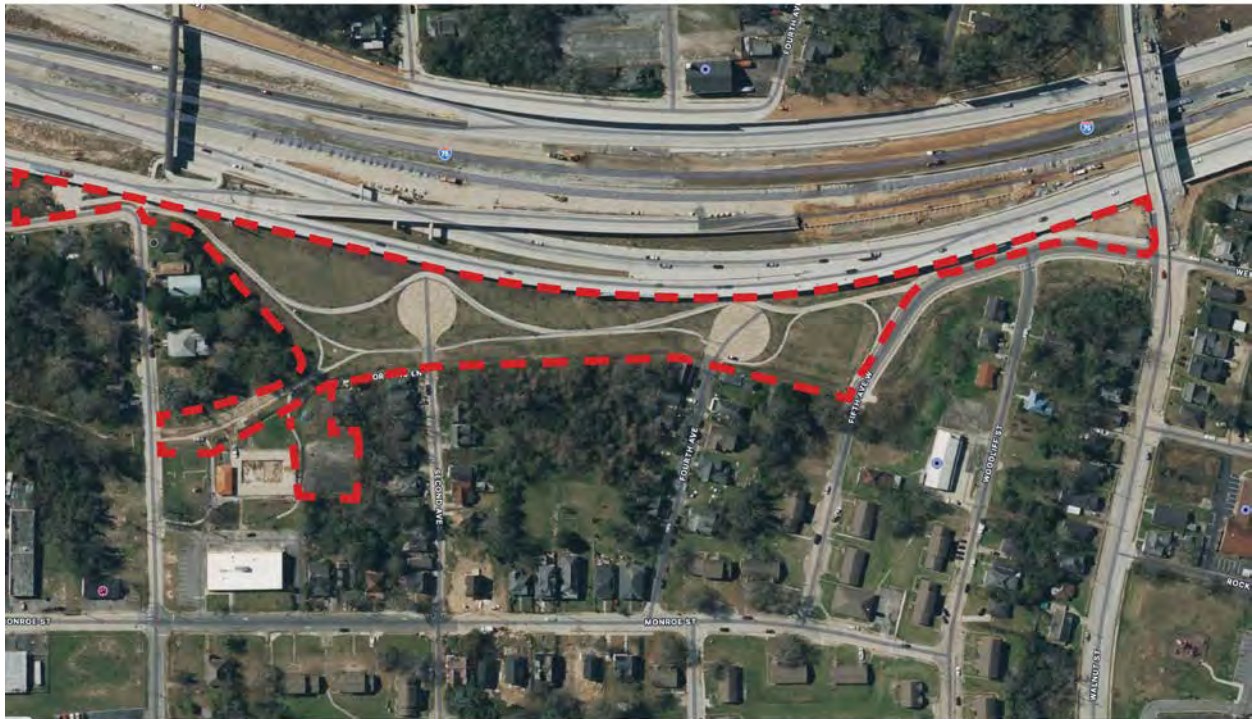
NOTARY PUBLIC

My Commission Expires: _____

PROJECT MANUAL for

LINEAR PARK RENOVATIONS

1494 SECOND AVENUE
MACON, GEORGIA



Oak Haven Studio
BTBB #2024-15

Date: October 4, 2024

SPECIFICATION INDEX

LINEAR PARK RENOVATIONS MACON, GEORGIA

<u>SECTION</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
013000	SUBMITTALS.....	2
018000	PROJECT RECORD DOCUMENTS	2
REFER TO CIVIL DRAWINGS FOR SPECIFICATIONS		
	EROSION, SEDIMENT AND POLLUTION CONTROL PLAN	
	ACTIVITIES WITHIN STREAM BUFFERS	
	WASTE PICKUP AND DISPOSAL	
	SPILL PREVENTION AND LEAKS	
	INSPECTIONS	
	STORM WATER SAMPLING	
	STORM WATER REPORTING	
	RETENTION OF RECORDS	
	WASHDOWN AREAS	
033000	CAST-IN-PLACE CONCRETE	18
051200	STRUCTURAL STEEL	9
076100	STANDING SEAM METAL ROOFING	8
079100	JOINT SEALANTS	4
099113	EXTERIOR PAINTING	5
107113	EXTERIOR SUN CONTROL DEVICES	2
260000	ELECTRICAL (refer to drawings)	1
310000	EARTHWORK	13
311100	CLEARING AND GRUBBING	4
321116	AGGREGATE BASE COURSE.....	3
321313	CONCRETE WALKS, CURBS, AND MISCELLANEOUS FLATWORK	5
323300	SITE FURNISHINGS.....	3
329113	SOIL PREPARATION	9
329120	TOPSOIL.....	4
329223	SODDING.....	9
329300	TREES, SHRUBS, AND GROUNDCOVERS	10

013000 – SUBMITTALS

PART 1 - GENERAL

1.1 Quality Assurance:

A. Submittals: All submittals shall be transmitted to the Architect electronically unless noted otherwise. Submittals shall include a transmittal describing attached submittal information.

All submittals must bear the Contractor's stamp and signature (par. 3.1.D.)

1. Timing of Submittals: Make all submittals far enough in advance of scheduled dates of installation to allow at least twenty (20) full working days for review following Architect's receipt of the submittal.

2. Forward all submittals / samples requiring color selections at one time. All color selections shall be made together at one time and released as a complete color schedule.

a. Any submittal requiring a color selection shall be actual manufacturer's color charts (hard copy) rather than electronic copy.

3. Delays: Cost of delays occasioned by tardiness of submittals may be back charged to the Contractor and shall not be borne by the Owner.

1.2 Related Sections:

A. Section 018000, Project Record Documents

PART 2 - PRODUCTS (OMITTED)

PART 3 - EXECUTION

3.1 Detail Requirements:

A. Identification: Completely identify each submittal by showing at least the following:

1. Name of Project and Architect as they appear on the Project Manual cover.
2. Name and address of submitter.
3. Sheet Number and/or Project Manual Section Number to which submittal applies.
4. Whether the submittal is an original submittal or a resubmittal.

B. Recycled Material Content: Any submittal for an item/product/material containing recycled material content shall include a manufacturer's certification of the recycled material content and the amount (as a percentage of the total material or weight, as specified) of recycled material content.

C. Grouping: Unless otherwise permitted by the Architect, make all submittals in groups, containing all associated items. The Architect may reject partial submittals as not complying with the contract documents.

1. All submittals requiring color selections shall be submitted at one time. Interior color selections shall all be made at one time and a Color / Finish Schedule for the complete project shall follow. Exterior color / finish selections may be made at a separate time.

D. Contractor's Approval: The Contractor shall affix his stamp and signature to all submittals, indicating his approval of the submittal. No submittal will be reviewed by the Architect which does not bear the Contractor's stamp of approval.

END OF SECTION

018000 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 Quality Assurance:

A. Qualifications of Workmen: Contractor shall designate one workman in his employ who shall maintain all Project Record Documents and who shall record all changes to the original contract documents.

B. Identification of Documents: All project record documents shall be clearly marked PROJECT RECORD COPY, not used for construction purposes and available to the Architect or his representative.

1.2 Related Section:

A. Section 013000, Submittals

1.3 Submittal:

A. General: At least 10 days prior to date of final inspection and as a condition of acceptance of the work, submit all project record documents to the Architect.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 As-Built Construction Documents:

A. Marking: Mark the most appropriate document within twenty-four (24) hours of receipt of information to show.

1. Changes made during construction.
2. Details not shown on original Contract Documents.
3. Location of Underground Utilities and Appurtenances, Reference to permanent surface improvements.
4. Location of all Internal Utilities and Appurtenances concealed in the building structure, referenced to visible and accessible features of the structure.

B. Method of Marking and Recording:

1. Using colored markers for graphic work, conform to following:
 - a. Architectural Work - Red
 - b. Structural Work - Brown
 - c. Mechanical Work - Green
 - d. Electrical Work - Yellow

2. Use a red pen for all written work.

3.2 Quality Control:

A. Documents shall be kept current; no work shall be concealed before required information has been recorded and documents shall be clearly marked "PROJECT RECORD DOCUMENTS", not used for construction purposes and available to Architect and/or his representative at all times.

1. Progress Payments nor Final Payment will be made until the Architect is satisfied that the status of documents is current.

3.3. Final Submittal of Project Record Documents:

A. The Contractor shall submit to the Architect, Record Drawings reflecting all changes caused by addenda, field changes, change orders or observed changes by the Design Professional, the General Contractor, or subcontractor(s).

B. The Contractor shall pay all costs for scanning/reproducing marked-up as-built plans and closeout documents into digital format.

1. Two (2) digital copies (.pdf format) on flash-drives of all documents noted below, organized and labeled as noted below. Files shall be named such that the documents are clearly identifiable as to their content.

- a. As-Built Construction Drawings
- b. Project Specifications (Project Manual), including addenda
- c. Approved Change Orders / Field Orders
- d. Approved Shop Drawings/Submittals / Product Data (Section 013000)
- e. O&M Manuals (Mechanical, Plumbing, Electrical). Refer also to mechanical, plumbing, and electrical specifications.
- f. Warranties: Label per project specifications.
 - (1) For manufacturer's warranties, include all required documentation required by the manufacturer (i.e. proof of purchase, invoice, etc.) should the Owner need to submit a claim.
 - (2) All warranty forms shall be filled out completely by the Contractor (include dates of installation, serial and model numbers, etc.).
- g. Test Reports / Certifications / Inspection Reports
- h. Agency Approval(s) secured by the Contractor

END OF SECTION

033000 - CAST-IN-PLACE CONCRETE

PART1 - GENERAL

1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- B. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Footings.
 - 2. Slabs-on-grade.

1.3 DEFINITIONS

- C. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

- D. Product Data: For each type of product indicated.
- E. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- F. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- G. Provide ICC Evaluation Service Reports for all adhesive anchors and power actuated fasteners used to attach other items to concrete slabs and other concrete work.
- H. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
 - 1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

- I. Minutes of preinstallation conference.
- 1.2 QUALITY ASSURANCE
 - A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
 - B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
 - D. American Society for Testing and Materials (ASTM)
 - 1. ASTM E1745 – Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.
 - 2. ASTM E154 – Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs.
 - 3. ASTM E96 – Standard Test Methods for Water Vapor Transmission of Materials.
 - 4. ASTM E1643 – Standard Practice for Installation of Water Vapor Retarders Used in Contact With Earth or Granular Fill Under Concrete Slabs.
 - 5. ASTM F1249-01 – Standard Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor.
 - E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5 and Section 7, "Lightweight Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
 - 3. ACI 302.1R-04, Vapor Barrier Component (plastic membrane) is not less than 10 mils thick.
 - 4. ACI 302.1R-04, Guidelines for layout of construction, isolation and contraction joints.
 - F. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.

- d. Concrete subcontractor.
 - e. Owner's Representative
2. Review: special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, forms and form removal limitations, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending, corrosion and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
- B. Chamfer Strips: Wood, metal, PVC, or rubber strips, **3/4 by 3/4 inch**, minimum.
- C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
 - 2. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60** (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.

- C. Plain-Steel Welded Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I, gray.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
 - 3. Aggregate shall be provided and classified as follows:
 - a. Footings, foundations, columns and beams not exposed to weather. Interior floor slabs with floor coverings: Class 1M.
 - b. Foundation walls above grade, retaining walls, piers and beams exposed to weather: Class 3M.
 - c. Pavements, driveways and curbs, walks: Class 4M.
- C. Lightweight Aggregate: ASTM C 330, 1-inch nominal maximum aggregate size.
- D. Water: ASTM C 94/C 94M and potable.

2.5 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride. No other admixtures will be permitted without prior approval.

2.6 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1163M, Type III, 1 to 2-1/4 inches (25 to 57mm) long.
 - 1. Products: Provide one of the following:
 - a. Fibrillated Micro-Fibers:
 - 1) FORTA Coporation; FORTA Econo-Net.
 - 2) Grace Construction Products, W. R. Grace & Co.; Grace Fibers.
 - 3) Propex Concrete Systems; Fibermesh 300.

2.7 WATERSTOPS

- A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
 - 1. Products: Provide one of the following :
 - a. CETCO; Volclay Waterstop-RX.
 - b. Greenstreak; Swellstop.
 - c. JP Specialties, Inc.; Earth Shield Type 20.

2.8 VAPOR RETARDER PREMOLDED BITUMINOUS WATERPROOFING MEMBRANE (Horizontal Surfaces Under Slab)

2.8 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick.
- C. Pipe Boots: Construct pipe boots from vapor barrier material and pressure sensitive tape per manufacturer's instructions or use manufacturer's standard premanufactured pipe boots.
- D. Granular Fill: Clean mixture of crushed stone or uncrushed gravel; ASTM D448, Size 57, with 100% passing a 1½"(37.5 mm) sieve and 0 % passing a No. 8 (2.36 mm) sieve.

2.9 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

1. Products: Provide one of the following:

- a. Dayton Superior Corporation; Day-Chem Sure Hard (J-17).
- b. Euclid Chemical Company (The), an RPM company; Euco Diamond Hard.
- c. Meadows, W.R., Inc.; LIQUI-HARD.
- d. BASF Sonneborn Building Products; Lapidolith.
- e. Davidson Chemicals; Concrete Hardener.

2.10 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet. Keep in place for 7 days, minimum.
- B. Water: Potable.

2.11 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.12 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) to 1/2 inch (12.7 mm) and that can be feathered at edges to match adjacent floor elevations.
 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 4. Compressive Strength: Not less than 5000 psi at 7 days when tested according to ASTM C 109/C 109M.

- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from **1/4 inch (6.4 mm)** and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, **1/8 to 1/4 inch** or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than **5000 psi** at 7 days when tested according to ASTM C 109/C 109M.

2.13 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Admixtures: Use admixtures according to manufacturer's written instructions.

2.14 CONCRETE MIXTURES FOR BUILDING ELEMENTS (as applicable)

- A. Footings/Exterior Slabs on Grade: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: **3000 psi** at 28 days.
 - 2. Minimum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: **4 inches** plus or minus **1 inch**.
 - 4. Air Content: 4.5 percent, plus or minus 1.5 percent at point of delivery for **1-1/2-inch** nominal maximum aggregate size.
 - 5. Exposure Class: F1
- B. Interior Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: **3000 psi** at 28 days.
 - 2. Minimum Water-Cementitious Materials Ratio: N/A
 - 3. Slump Limit: **4 inches**, plus or minus **1 inch**.
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4" nominal maximum aggregate size. Except do not allow air content of trowel-finished floors to exceed 3 percent.
 - 5. **Exposure Class: F0**
- C. **Coarse Grout (Normal Weight)**
 - 1. **Proportion in accordance with prescriptive method as described in ASTM C476.**

2.15 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.16 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is between **85 and 90 deg F**, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F**, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class C, **1/2 inch** for smooth-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely

braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

- H. Chamfer exterior corners and edges of permanently exposed concrete, unless shown otherwise on drawings.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. Post installed anchors shall comply with and meet requirements of ICC-ES AC308.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of turndowns, curbs and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Design Professional.
 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 2. Form keyed joints as indicated. Embed keys at least **1-1/2 inches** into concrete.
 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint filler strips at slab junctions with vertical surfaces such as column pedestals, foundation walls, grade beams and other locations as indicated.
 1. Terminate full-width joint filler strips not less than ½ inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 “Joint Sealants” are indicated.
 2. Install joint filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

3.6 WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.
- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. No additional water may be added to any concrete mixture delivered to the Project site unless the amount of mix water withheld at batch plant is indicated on delivery ticket and the total amount of water does not exceed the total amount of mix water on the approved design mix.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.

3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.8 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed the specified limits on formed surface irregularities.
1. Apply to concrete surfaces exposed to public view.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of **1/4 inch** in one direction.
 - 1. Apply scratch finish to surfaces indicated and to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces indicated to receive trowel finish.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - 2. Finish surfaces to the following tolerances, according to **ASTM E 1155** , for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and of levelness, F(L) 15.
 - b. Levelness testing F(L), is not required at suspended slabs.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated. While concrete is still plastic, slightly scarify surface with a fine broom.
 - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.

3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings and other surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches , and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to

heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.12 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 2. Do not apply to concrete that is less than seven days old.

3.13 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

3.14 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a **No. 16** sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than **1/2 inch** in any dimension to solid concrete. Limit cut depth to **3/4 inch**. Make

- edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of **0.01 inch** wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of **1/4 inch** to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 5. Repair defective areas, except random cracks and single holes **1 inch** or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a **3/4-inch** clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 6. Repair random cracks and single holes **1 inch** or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.15 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Design Professional will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Headed bolts and studs.
 - 3. Verification of use of required design mixture.
 - 4. Concrete placement, including conveying and depositing.
 - 5. Curing procedures and maintenance of curing temperature.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. , but less than 25 cu. yd. , plus one set for each additional 50 cu. yd. or fraction thereof.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 - 5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 6. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - 7. Compressive-Strength Tests: ASTM C 39/C 39M;
 - a. Test one laboratory-cured specimen at 7 days and one set of two specimens @ 28 days.
 - b. When two specimens are tested, the compressive strength test shall be the average compressive strength from a set of two specimens obtained from the same composite sample and tested at the age indicated.
 - c. Retain one specimen for additional testing if requested by the Design Professional.
 - 8. Strength of each concrete mixture will be satisfactory if concrete has achieved the specified 28-day compressive strength.
 - 9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall

contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
 11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- D. Measure floor and slab flatness and levelness according to **ASTM E 1155** within 48 hours of finishing.

3.16 PROTECTION OF LIQUID FLOOR TREATMENTS

- A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION

051200 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Structural steel.
 - 2. Grout.
- B. Related Sections:
 - 1. Section 013000, Submittals
 - 2. Section 321313, Concrete Walks, Curbs, and Misc Flatwork

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 PERFORMANCE REQUIREMENTS

- A. Connections: As indicated on structural drawings.
- B. Moment Connections: As indicated on structural drawings.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. For each approved fabricator that is exempt from Special Inspections of shop fabrications and implementation procedures in accordance with Section 1704.2.5.2 of the International Building Code, the contractor shall submit "Fabricator's Certificate of Compliance". Contractor shall provide copies of fabricator's certification or building code evaluation services report and fabricator's quality control manual.

C. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment drawings.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
4. Elements designed by the fabricator must be signed and sealed by professional engineer licensed in State of Georgia. As an alternate, a signed and sealed cover letter shall be submitted with the shop drawings substantiating the design information. The fabricator's design engineer must review and confirm in writing that the shop and erection drawings properly incorporate his design.

D. Qualification Data: For Erector, Manufacturer, Professional Engineer, Land Surveyor and Testing Agency.

Surveys:

1. Submit surveys indicating elevations and locations of concrete and masonry-bearing surfaces and locations of anchor rods, bearing plates and other embedments to receive structural framing. Indicate discrepancies between actual installation and the Contract Documents.
2. Submit Survey indicating final elevations and locations of columns and other major structural steel elements. Steel survey shall include column plumbness after structural steel erection. Indicate discrepancies between actual installation and the Contract Documents.
3. Surveyor who performs surveys to submit written certification authenticating surveys' accuracy.

E. Welding certificates.

F. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

G. Mill test reports for structural steel, including chemical and physical properties.

H. Product Test Reports: For the following:

1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
2. Direct-tension indicators.
3. Tension-control, high-strength bolt-nut-washer assemblies.
4. Shear stud connectors.
5. Shop primers.
6. Nonshrink grout.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- C. Land Surveyor Qualifications: A Professional Land Surveyor who is legally qualified to practice in jurisdiction where Project is located and with a minimum of five years experience in providing surveying services of the kind indicated.
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
- E. Preinstallation Conference: Conduct conference at Project site.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.8 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than the following:
 - 1. W-Shapes: 50 percent.
 - 2. Channels, Angles, M, S-Shapes: 50 percent.
 - 3. Plate and Bar: 25 percent.
 - 4. Cold-Formed Hollow Structural Sections: 25 percent.
 - 5. Steel Pipe: 25 percent.
 - 6. All Other Steel Materials: 25 percent.
- B. W-Shapes: ASTM A 992/A 992M, Grade 50
- C. Channels, Angles, M, S-Shapes: ASTM A 36/A 36M
- D. Plate and Bar: ASTM A 36/A 36M, ASTM A 572/A 572M, Grade 50, as noted (moment connection plates.)
- E. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- F. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
 - 1. Weight Class: Standard.
 - 2. Finish: Black.
- G. Steel Castings: ASTM A 216/A 216M, Grade WCB with supplementary requirement S11.
- H. Steel Forgings: ASTM A 668/A 668M.
- I. Welding Electrodes: Comply with AWS requirements, E70XX.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, round head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers.
 - 1. Finish: Plain.
- B. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.
- C. Unheaded Anchor Rods: ASTM F 1554, Grade 55.
 - 1. Configuration: Straight.
 - 2. Nuts: ASTM A 563 heavy-hex carbon steel.

3. Plate Washers: ASTM A 36/A 36M carbon steel.
4. Washers: **ASTM F 436**, Type 1, hardened carbon steel.
5. Finish: Plain

D. Threaded Rods: ASTM A 36/A 36M

1. Nuts: **ASTM A 563** heavy-hex carbon steel.
2. Washers: ASTM A 36/A 36M carbon steel.
3. Finish: Plain

E. Clevises and Turnbuckles: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1035.

F. Eye Bolts and Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1030.

G. Sleeve Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1018.

2.3 PRIMER

A. Primer: SSPC-Paint 25, Type II, alkyd primer.

2.4 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.

1. Camber structural-steel members where indicated.
2. Fabricate beams with rolling camber up.
3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
4. Mark and match-mark materials for field assembly.
5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

C. Bolt Holes: Drill or punch standard bolt holes perpendicular to metal surfaces.

- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Connection Holes: Provide holes required for securing other work to structural steel.
 - 1. Drill, or punch holes perpendicular to steel surfaces.
 - 2. Baseplate Holes: Drill or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's ["Specification for Structural Joints Using High-Strength Bolts"](#) dated December 31, 2009 for type of bolt and type of joint specified.
 - 1. Joint Type: Pretensioned
- B. Weld Connections: Comply with AWS D1.1/D1.1M [and AWS D1.8/D1.8M] for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.7 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of **2 inches**.
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be coated with bituminous material.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 3 "Power Tool Cleaning" for other steel.
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of **1.5 mils**. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before erection proceeds, survey elevations and locations of concrete and masonry-bearing surfaces and locations of anchor rods, bearing plates and other embedments to receive structural framing, with Erector present, for compliance with requirements and specified tolerances.
 1. Engage land surveyor to perform surveying.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Base Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
- E. Splice members only where indicated.
- F. Coat columns and base plates below floor slab with ultra-high build, single component coal tar mastic for protecting steel and concrete substrates subject to aggressive conditions and below grade damp proofing in strict accordance with manufacturer's published instructions.
- G. Do not use thermal cutting during erection unless approved by Architect. Finish approved thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- H. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- I. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "[Specification for Structural Joints Using High-Strength Bolts](#)" dated December 31, 2009 for type of bolt and type of joint specified.
1. Joint Type: Snug tightened
 2. Bolt Type: Tension Control of size, quantity and style noted on drawings.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.

- D. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.
- E. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

- A. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION

076100 – STANDING SEAM METAL ROOFING

PART 1 - GENERAL

1.1 Section Includes:

- A. Preformed, prefinished metal roofing, flashings, gutters, and downspouts.
- B. Miscellaneous trim, flashing, closures, drip flashing, and accessories.
- C. Sealant
- D. Fastening devices.

1.2 Related Sections:

- A. Section 130000, Submittals
- B. Section 051200, Structural Steel

1.3 References:

- A. American Iron & Steel Institute (AISI) Specification for the Design of Coldformed Steel Structural Members.
- B. ASTM A-653 & ASTM A924 Steel Sheet, Zinc-Coated (Galvanized)
- C. ASTM E-1680 (Air Infiltration Test)
- D. ASTM E-1646 (Water Penetration Test)
- E. ASTM E-1592
- F. Spec Data Sheet - Galvalume Sheet Metal by Bethlehem Corp.
- G. SMACNA - Architectural Sheet Metal Manual.
- H. Building Materials Directory - Underwriter's Laboratories, Test Procedure 580.

1.4 Assembly Description:

- A. The roofing assembly includes preformed sheet metal panels, related accessories, valleys, hips, ridges, eaves, corners, rakes, miscellaneous flashing abutting roofing and/or part of roofing system, attaching devices, eave drip flashing, and other flashing abutting roofing system.

1.5 Submittals:

- A. Submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing, terminations, and penetrations of metal work.
- B. Submit a sample of each type of roof panel, complete with factory finish.

C. Submit results indicating compliance with minimum requirements of the following performance tests:

1. Air Infiltration ASTM E-1680 and ASTM E-283
2. Water Infiltration ASTM E-1646 and ASTM E-331
3. Wind Uplift - U.L.90

4. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

a. Temperature Change (Range): 120 degree F. ambient, 180 degree F. material surfaces.

D. Submit calculations with registered engineer seal, verifying roof panel and attachment method resists wind pressures imposed on it pursuant to applicable building codes.

1.6 Quality Assurance:

A. Manufacturer: Company specializing in Architectural Sheet Metal Products with ten (10) years minimum experience.

1.7 Delivery, Storage and Handling

A. Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness.

B. Panels should be stored in a clean, dry place. One end should be elevated to allow moisture to run off.

C. Panels with strippable film must not be stored in the open, exposed to the sun.

D. Stack all materials to prevent damage and to allow for adequate ventilation.

1.8 Warranty:

A. Special Galvalume Substrate Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, or perforating.
 - b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: 20 years and 6 months from date of Substantial Completion.

B. Special Warranty on Panel Finish: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5-Hunter units when tested according to ASTM D 2244.

b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.

c. Cracking, chipping, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Watertightness Warranty: Manufacturer's standard from in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain watertight, including leaks, within specified warranty period.

1. Warranty Period: 5 years from date of Substantial Completion.

2. Shop drawings must be provided to, reviewed, and approved by panel manufacturer prior to panel system installation.

3. Inspections by panel system manufacturer technical representative are required. Perform first inspection when underlayment and flashing are in place and second inspection when the roof is complete.

D. Special Installer Warranty: Furnish a written warranty signed by the Panel Applicator guaranteeing materials and workmanship for watertightness of the roofing system, flashings, penetrations, and against all leaks.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCT

2.1 Acceptable Manufacturers:

A. Basis of Design: Cee-Lock Panel as manufactured by Berridge Manufacturing Company / Houston, Texas

1. Product information is listed for reference purposes to establish material characteristics, quality, and finish. Alternate manufacturer's products shall meet or exceed the listed products.

2.2 Sheet Materials:

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.

B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and a flat pan between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Metallic-Coated Steel Sheet: Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

a. Nominal Thickness: 0.24 inch, Grade 40

b. Exterior Finish: Two-coats fluoropolymer, Kynar 500 / Hylar 5000, AAMA 621; containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.75 ± 0.05 mil over 0.2 ± 0.05 mil primer coat, to provide a total dry film thickness of 0.95 ± 0.10 mil. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

c. Painted materials shall have a removable plastic film to protect the paint during roll forming, shipping, and handling.

d. Color: As selected by Architect from manufacturer's full range.

2.3 Accessory Materials:

A. Clips: Continuous Cee-Rib with Vinyl Weatherseal Insert to accommodate thermal movement.

1. Material: 0.024 inch nominal thickness, aluminum-zinc alloy-coated steel sheet.

B. Panel Fasteners: Zinc-coated steel, corrosion resisting steel, zinc cast head, or nylon capped steel, type and size as approved for the applicable loading requirements.

C. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match materials and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.

2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

D. Flashing and Trim: Provide flashing and trim formed from same materials as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

E. Sealant: As specified in Section 079100.

F. Roofing Deck Underlayment: Fiberglass-reinforced, water-repellant breather-type 30-lb. asphalt felt, U.L. classified; meeting ASTM D226, Type 1.

G. Asphalt Cement: Fibrated asphalt cement, asbestos free and meeting ASTM D4586.

H. Waterproofing Underlayment: Self-adhering sheet barrier membrane with rubberized asphalt adhesive backed by a layer of slip-resistant coated high-density cross-laminated polyethylene film. The rubberized asphalt is backed with a foldless release paper, equal to W. R. Grace Ice and Water Shield.

I. Nails: 11 or 12 gauge aluminum or hot-dipped galvanized, with barbed shanks, 3/8-inch minimum diameter head; length as necessary to penetrate through decking, or 3/4-inch into solid wood.

2.4 Fabrication:

A. All exposed adjacent flashing shall be of the same material and finish as the roof panels.

B. Hem all exposed edges of flashing on underside, 1/2 inch.

2.5 Standing Seam Panel:

A. Panels shall have 1-1/2" high vertical legs, spaced 16-1/2" on center.

B. Standing seam to be of an interlocking, "snap-lock" design.

C. Panels shall be factory-formed (max 40') unless specifically approved by the manufacturer for site-formed.

D. Continuous Rib to be 1-3/8" wide and 2-1/8" in height. Rib shall be connected to purlin with two #12-14 x 1" self-drilling/tapping fasteners at 3'-0" max.

E. Panel assembly to bear Underwriter's Laboratories Label UL90, pursuant to Construction Number 334 and applicable Fire Ratings.

2.6 Eave Drip Flashing:

A. Profile as detailed. Fabricate from same material as roofing panels 10'-0" lengths and finished to match roofing.

1. Continuous cleats and other accessories, manufacturer's standard as required for complete installation.

2.8 Miscellaneous Flashing:

A. Profile as detailed. Fabricate from same material as roofing panels 10'-0" lengths and finished to match roofing.

1. Continuous cleats and other accessories, manufacturer's standard as required for complete installation.

PART 3 - EXECUTION

3.1 Inspection:

A. Substrate:

1. Examine roof deck to ensure proper attachment to framing with joints solidly supported and blocked.
2. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves or projections, level to $\pm 1/4"$ in 20', and properly sloped.
3. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
4. Verify deck is dry.

B. Roof Deck Underlayment shall be installed in accordance with manufacturer's instructions. Apply one layer of underlayment horizontally over substrate, with 2-inch minimum side laps and 4-inch minimum end laps. Secure with roofing nails until shingles are installed.

C. Waterproofing Underlayment:

1. Eaves, Rakes, etc.: Install one layer of waterproofing underlayment in accordance with manufacturer's instructions, to a min. of 36" around complete perimeter roof edge (eaves, rakes, etc.) Lap over roof deck underlayment a min. of 6" at rakes; lap roof deck underlayment over waterproofing underlayment a minimum of 6" at eaves.
2. Junctures with Vertical Surfaces: Where any roof abuts a vertical surface, install one layer of waterproofing underlayment a min. of 36" wide and to 24" beyond each direction. Lap over roof deck underlayment a min. of 6".
3. Valleys: Install one layer of waterproofing underlayment in accordance with manufacturer's instructions, a min. of 36" wide centered over valleys; lap joints a min. of 6" and lap over roof deck underlayment a min. of 6".
4. For roof slopes less than 4:12, apply waterproofing underlayment to complete roof deck surface and to a min. of 24" beyond each direction. Lap over roof deck underlayment a min. of 6".
5. Roof Penetrations: Install waterproofing underlayment at all roof penetrations, to a minimum of 20" beyond the penetration in all directions.

3.2 Installation of Metal Roofing:

A. Comply with manufacturers standard instructions and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.

B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.

C. Install starter and edge trim before installing roof panels.

- D. Remove protective strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.
- F. Install sealants for preformed roofing panels as approved on shop drawings.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.
- J. Remove and replace any panels or components which are damaged beyond successful repair.

3.3 Installation of Eave Drip Flashing and Other Miscellaneous Flashing:

A. Eave Drip: Install in locations shown on the drawings, in lengths not exceeding 10-feet; each joint shall have back-up plate and over plate; cover plate to be 8" in width as is back-up plate; joint to be 1/4"; set back-up plate in mastic; hold molding in place with continuous cleats.

1. Eave drip shall be installed in maximum possible lengths so as to minimize short pieces.
2. Joints shall be located symmetrically.
3. Inside corners and outside corners shall be neatly cut and sealed. Do not bend eave drip around corners.
4. Eave drip shall be securely snuffed against the roof edges and fascia and shall follow the fascia in neat, straight lines.
5. At joints, provide a min. 4" wide cover plate to cover face nails at the joints.
6. Exposed face nails at eave drip will not be allowed.
7. Seal all joints at eave drip. Refer to Section 079100.

B. Install other miscellaneous flashing abutting roof system in method as specified for eave flashing.

3.4 Installation of Gutters and Downspouts:

- A. Furnish and install continuous gutter with downspouts at locations shown on the plans.
- B. Install gutters in locations shown on drawings and in accordance with details shown thereon. Furnish gutter sections in 10'-0" lengths with 6" wide concealment joint covers. Furnish 1" wide straps at 32" o.c. at gutters. For gutters provide corners, end caps, expansion joints, outlets, elbows, etc., as required for complete installation. Install strainer at each downspout.

1. Install downspouts in locations shown on drawings; provide 2-inch wide straps to secure downspouts, spaced as recommended by SMACNA. Downspouts shall be located symmetrically unless an architectural element prohibits such.

3.5 Cleaning:

A. Clean any grease, finger marks or stains from the panels per manufacturer's recommendations.

B. Remove all scrap and construction debris from the site.

END OF SECTION

079100 – JOINT SEALANTS

PART 1 - GENERAL

1.1 Quality Assurance:

A. Industry Standards:

1. Some products and execution are specified in this section by reference to published specifications or standards (with respective abbreviations used). These referenced publications may be subject to special conditions or limitations where specified hereinafter.

2. Reference Publications:

- a. American Society for Testing and Materials (ASTM).
- b. Federal Specifications (FS).

1.2 Related Sections:

- A. Section 013000, Submittals
- B. Section 321313, Concrete Walks, Curbs, and Misc Flatwork
- C. Section 099000, Painting
- D. Section 107113, Exterior Sun Control Devices

1.3 Definitions:

A. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extensibility under tension, compressibility and recovery.

B. Caulk: Term used to denote the process of filling and sealing the joints, without regard to type of material.

1.4 Submittals:

A. General: Make submittals in accordance with Section 013000.

B. Product Data: Manufacturer's detailed descriptive and specification data for each type of sealant and joint filler described hereinafter; furnish color card showing full range of colors available.

1. For each sealant type, submit manufacturer's certification that product complies with South Coast Air Quality Management District Rule 1168 (Low / No VOC – 250 g/L or less).

C Samples: For each type and color of sealant required accompanied by sample of joint filler.

1.5 Product Handling:

A. Delivery: Deliver the products of this section in manufacturer's original unopened packaging with labels intact and legible.

B. Storage and Protection: Store and protect products of this section in accordance with manufacturer's instructions.

1.6 Job Conditions:

A. Temperature: Do no caulking if ambient temperature is 32 degree F or below.

PART 2 - PRODUCTS

2.1 Materials:

A. Basis of Design: Products as listed in par. 2.1.B.

1. Product information is listed for reference purposes to establish material characteristics, quality, and finish. Alternate manufacturer's products shall meet or exceed the listed products.

B. Sealants:

1. Type 1: Elastomeric acrylic urethane, complying with ASTM C-920, Type S or M, Grade P, Class 25, use T; color as selected by Architect, equal to Sika 2cns.

2. Type 2: Elastomeric, ultra-low modulus designed for minimum 100% elongation and minimum 50% compression, meeting ASTM C-920, Type S or M, Grade NS, Class S5, Use NT; color as selected by Architect.

3. Type 3: Epoxy, semi-flexible resin, 2-component, self-leveling, 80% elongation,, meeting ACI 302.1R, equal to Sikadur – 58 CJR

C. Joint Filler: Fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by sealant manufacturer. Backstop material shall be compatible with sealant. Do not use oakum and other types of absorptive materials as backstops.

D. Primers: Non-staining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.

E. Cleaning Solvents: As recommended by the sealant manufacturer.

F. Bond Breakers: Type and consistency recommended by the sealant manufacturer for the particular application.

G. Application Equipment: Sealant application equipment shall be only such equipment as is specifically recommended by the manufacturer of the sealant being installed.

PART 3 - EXECUTION

3.1 Installation:

A. Preliminary Requirements:

1. Surface Preparation:

a. Surfaces to be sealed shall be sound, clean, dry, frost free and free of contamination by laitance, form release agents, concrete curing compounds or other surface treatments. When resealing an existing joint, remove existing caulk or sealant prior to applying new sealant.

b. Masonry and concrete surfaces shall be wire brushed.

c. Metal, glass and wood surfaces shall be cleaned prior to applying sealants.

d. Steel Surfaces: Remove loose mill scale by sandblasting or, if sandblasting is impractical or would damage finish work, scraping and wire brushing. Remove protective coatings by sandblasting or using a residue-free solvent.

e. Aluminum Surfaces: Remove temporary protective coatings from surfaces that will be in contact with sealant. When masking tape is used as a protective coating, remove tape and any residual adhesive just prior to sealant application. For removing protective coatings and final cleaning, use non-staining solvents recommended by the manufacturer of the item(s) containing aluminum surfaces.

2. Masking: Surfaces adjacent to joints shall be masked to obtain a neat sealant line.

3. Bond Breaker: Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for each type of joint and sealant used, to prevent sealant from adhering to these surfaces. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breakers.

4. Joint Filler: Joints exceeding the maximum allowable depth as hereinafter described shall be filled to within the allowable depth with the specified joint filler.

5. Primer: Apply primer to surfaces to be caulked as recommended by the manufacturer of the sealant being installed.

B. Locations:

1. As the work progresses caulk and seal all joints subject to movement or subject to passage of air or moisture.

a. Type 1 Sealant: Install wherever sealant is required in conjunction with metal flashings and sheet metal work.

b. Type 2 Sealant: Where sealant is required for joints in masonry, including metal reglets where flashing is inserted into masonry joints.

c. Type 3 Sealant: Where sealant is required for concrete control joints.

C. Application of Sealant:

1. Install sealant under pressure to fill joint, taking care to produce beads of proper width and depth; tool as recommended by the manufacturer; immediately remove all surplus sealant.

2. Width and depth of sealed joint shall not exceed the proportions of 1/2 inch width x 1/2 inch diameter and 3/4 inch width x 1/4 inch diameter, except that metal thresholds and sills shall be set in full bed of specified sealant.

3.2 Field Quality Control:

A. Protection: To insure proper curing, sealed joints shall not be touched, washed or otherwise disturbed for 48 hours after installation unless specifically recommended otherwise by the sealant manufacturer.

END OF SECTION

099113 – EXTERIOR PAINTING

PART 1 - GENERAL

1.1 Quality Assurance:

A. Manufacturers: All paints/stains selected for the coating and finishing system for each type of surface shall be the product of a single manufacturer and as described hereinafter.

1.2 Related Sections:

- A. Section 013000, Submittals
- B. Section 321313, Concrete Walks, Curbs, and Misc Flatwork
- C. Section 051200, Structural Steel

1.3 Definitions:

A. Paint: Term used in a general sense and has reference to sealers, primer, stains, oils, alkyd, latex, epoxy and enamel type paints.

B. Painting: Term used in a general sense and has reference to the application of "paint" without regard to the type of material, to an item.

C. Back Prime: Terms used in a general sense and has reference to the application of "paint" (first coat), without regard to the type of material, to the back side (unexposed to view) of an item.

1.4 Submittals:

A. General: Make submittals in accordance with Section 013000.

B. Material List: Prior to delivery of any paint materials to the project site, submit a complete list of all paint materials to be used in this project as described hereinafter.

C. Manufacturer's Data: Accompanying the materials list, furnish the paint manufacturers detailed descriptive and specification data and application instructions for each type of paint required including INTERIOR Green Seal Standard GS-11 compliance :

Architectural Paints: Flats:	50 g/L
Non-flats:	100 g/L
Coatings and Primers:	100 g/L

D. Color Cards: Manufacturer's full range of colors available for each finish described hereinafter in the "Painting Systems Schedule".

E. Color Samples:

1. After review of the material list color cards and manufacturer's data, but prior to delivery of any paint to the project site, submit color samples, not less than 12 inches x 12 inches each, for each type and color of finish required.

2. Wherever possible, the material upon which the sample colors are applied shall be the same material as that on which the paint will be applied in the project.

1.4 Product Handling:

A. Delivery: Deliver the products of this section in manufacturer's original unopened packaging with labels intact and legible.

B. Storage and Protection: Store products of this section in a housed, dry and ventilated area, and protect from damage.

1.5 Job Conditions:

A. Temperature: Maintain a constant temperature of not less than 65 degrees F during interior painting and drying operations.

B. Ventilation: Provide ventilation to allow for the proper drying of the paint materials by using either of the following:

1. Temporary air circulators (spark proof)
2. Air conditioning system.

PART 2 - PRODUCTS

2.1 Materials:

A. Manufacturers:

1. The use of manufacturer's names and products are for reference only to indicate characteristics of the material and the finished required.

2. Subsequent to the requirements of these specifications, acceptable manufacturers include:

- a. Benjamin Moore BM
- b. Pratt & Lambert PL
- e. PPG Paints PPG
- d. Sherwin Williams SW

B. Colors: Colors shall be as selected by the Architect.

C. Accessory Equipment: Ladders, scaffolding, drop clothes, scrapers, dusters and similar items are not required to be new, but they shall be safe, adequate and acceptable of producing the results for which they are intended.

D. Application Equipment: Brushes, rollers, spray apparatus and similar application equipment are not required to be new, but they shall be capable of producing the required results specified hereinafter.

E. Thinners: Only those recommended for that purpose by the manufacturer of the material being installed.

PART 3 - EXECUTION

3.1 Installation:

A. Surface Preparation:

1. General: Do not begin painting on any surface until it has been inspected and is in condition to receive the paint as specified herein. Should any surface be found unsuitable to produce a proper paint finish, the Architect shall be notified in writing and no material shall be applied until the unsuitable surfaces have been made satisfactory. Absence of such notification shall be construed as acceptance of such surface to receive paint. Later claims of defects in surfaces prior to painting shall not relieve the Contractor from his responsibility for compliance with the requirements of the Specifications.

2. Steel and Iron: Remove grease, dirt, mud, rust and scale. Touch up any chipped or abraded places on items that have been shop coated. Where steel and iron have a heavy coating of scale, it shall be removed by de-scaling or wire brushing to produce a smooth surface for painting.

3. Hardware, hardware accessories, lighting fixtures, switch and outlet plates, in place and not to be painted shall be removed prior to surface preparation and painting operations or protected. Following completion of painting of each space, removed items shall be reinstalled.

B. Application and Instructions:

1. The proportions of all ingredients in all paints and stains mixed on the site shall be in accordance with the recommendations of the paint manufacturer printed on the container applicable to the particular use for which the specific mixture is intended. No thinner or flattening oil will be used in the last coat. Screen out all lumps and impurities during mixing using clean containers, and protect against dirt or trash entering the mix. Stir until uniform consistency is procured.

2. During the actual application and drying of the paint, and until normal occupancy of the building occurs, a minimum temperature of 65 degrees F. shall be maintained. This temperature shall be held as constant as possible to prevent condensation. Ventilation shall be provided at all times so that the humidity cannot rise above the dew point of the coldest wall.

3. Do not apply exterior paint in damp rainy weather or until the surface has dried thoroughly from the effects of such weather.

4. Surface to be stained or painted shall be clean, dry and smooth. Each coat of paint shall be smoothly applied, worked out evenly and allowed to dry before the subsequent coat is applied.

5. Enamel or varnish undercoats on wood surfaces and on steel surfaces shall be sanded smooth prior to recoating. Undercoats on steel and iron shall be dusted prior to recoating.

6. Finished work shall be uniform and of the specified color. It shall completely cover, be smooth and free from runs, sags, clogging or excessive flooding. Make edges of paint adjoining other materials or color, sharp and clean without overlapping. Where high gloss enamel is used, lightly sand undercoats to obtain a smooth finish coat.

7. Each coat of paint shall be slightly different shade than preceding coat. Final coat shall not be applied until the previous coat has been approved by the Contracting Officer.

8. Correction of improper or damaged work may be by "spot touching" except that in final coat corrections, a re-coating of the entire surface between corners or "breaks" will be required without additional charge.

9. Prime coated butts shall be painted the same color as door trim to which they are attached.

10. Exposed piping, conduit, duct work and hangers in finished spaces, shall be painted a color and texture to match walls or ceilings adjacent to them. Where adjacent surfaces are unpainted, use color as directed by the Architect.

12. Cleaning: At completion of the work, clean all paint, coatings, oil and stain spots from all surfaces not required to be paint under this section. Remove all surplus materials and debris resulting from the work included herein.

13. Schedule indicates minimum number of coats. Additional coats shall be applied as required for full coverage.

C. Painting Systems Schedule:

1. Exterior Painting:

a. Ferrous Metal:

1) Primer – Multi Purpose Alkyd

One coat (in addition to shop coat):

BM V131 Corotech Univ Metal Primer
PL Steeltech® Rust Inhibitive Metal Primer
PPG 6-208 Speedhide Rust Inhibitive Primer
SWKromil Primer E41

2) Finish - Rust Inhibitive Alkyd Gloss Industrial Enamel

Two coats:

BM V200 Corotech Alkyd Enamel
PL S1100 Red Seal Enamel
PPG 7 Line Industrial Enamel Gloss Oil
SWPro Industrial B50WZ3

b. Galvanized Metal:

1) Primer – Multi Purpose Alkyd Primer

One coat:

BM HP04 Ultra Spec
PL P1001 Multi Purpose Primer
PPG 90-712 Pitt-tech DTM Primer
SWPro Industrial DTM B66W1

- 2) Finish - Gloss Acrylic Enamel:
Two coats:

BMHP28 Ultra Spec
PL Z2400 Red Seal Enamel
PPG 90-374 Pitt-tech High Gloss DTM
SWPro Industrial DTM B66W111

c. Concrete Paving: For alternate product, provide submittals that meet or exceed the below

- 1) Primer – Concrete Bonding Primer
Streetbond Concrete Primer “WB”
- 2) Finish – Streetbond SB150 (coats as required per manufacturer instructions)

3.2 Field Quality Control:

A. Painting:

1. During progress of the work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose.
2. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition.
3. Upon completion of this portion of the work, visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

END OF SECTION

107113 – EXTERIOR SUN CONTROL DEVICES

PART 1 - GENERAL

1.1 Quality Assurance:

A. Qualification of Manufacturer: Manufacturer of the products of this section shall have been successfully engaged in the business of manufacturing and fabricating architectural louvers for a period of not less than five years immediately prior to furnishing the products of this section.

B. Special Warranty: As a condition of acceptance, furnish a written warranty agreeing to replace products found to be defective as a result of inferior grade of materials or inferior workmanship within one year of date of Architect's Certificate of Substantial Completion.

C. Referenced Publications: Air Movement and Control Association (AMCA)

1.2 Related Sections:

A. Section 013000, Submittals

B. Section 051200, Structural Steel

1.3 Submittals:

A. General: Make submittals in accordance with Section 013000.

B. Shop Drawings: Prior to commencing fabrication of the products of this section, submit manufacturer's shop drawings for review, fully dimensioned, showing actual field measurements and showing method of installation and anchorage.

C. Manufacturer's Data: Accompanying the shop drawing submittal, furnish for review manufacturer's detailed materials and fabrication specifications and installation recommendations.

D. Manufacturer's color chart.

PART 2 - PRODUCTS

2.1 Materials:

A. Aluminum sunshade: Design is based on 4" louvered aluminum sunshade units, Stanley Series "New Jersey" as manufactured by AGS, Inc., Frankfort / Illinois, in extruded aluminum frame. Color shall be selected from the manufacturer's standard colors.

1. Coordinate with mechanical where louvers are utilized for mechanical ventilation.

B. Accessories: Furnish accessories and anchors as required for a complete installation.

2.2 Fabrication:

A. General: Fabricate architectural louvers to the design and sizes shown on the drawings from the materials and in compliance with AMCA and the published specifications of the louver manufacturer.

PART 3 - EXECUTION

3.1 Inspection:

A. The Contractor shall examine the areas and conditions under which the products of this section are to be installed; notify the Architect in writing of conditions detrimental to the installation of the products of this section and the completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 Installation:

A. Install all members in accordance with the details shown on the drawings and in strict compliance with the manufacturer's instructions. Louvers shall be level, plumb, square, and securely anchored. Seal perimeter flanges.

3.3 Field Quality Control:

A. Cleaning: Prior to final inspection, remove maskings and labels and clean all exposed to view surfaces as recommended by the manufacturer of the items installed.

END OF SECTION

260000 – ELECTRICAL

REFER TO DRAWINGS

310000 - EARTHWORK

1. GENERAL

1. RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the requirements for excavation, re-grading, stripping and stockpiling of topsoil, filling, moisture conditioning, backfilling, compaction, fine grading, hauling, and legal off-site disposal of spoil materials to meet the required lines and grade as specified to complete the work.
- B. Related Sections:
 - 1. Division 311100 "Clearing and Grubbing".
 - 2. Division 329120 "Topsoil".
 - 3. Division 329113 "Soil Preparation".

3. DEFINITIONS

- A. Excavation: The removal of material encountered to subgrade or over-excavation and subsequent disposal or placement of materials removed.
- B. Unclassified Excavation: The term "unclassified excavation", as used herein, includes the excavation of all materials required for the work obtained within construction limits of project, including bedrock, surface boulders, wasted sections of concrete, asphalt or other debris including historic landfills that may be encountered. All excavation will be considered unclassified regardless of the nature of material encountered.
- C. Classified Excavation: The term "classified excavation", as used herein, defines the soil conditions that are expected to be encountered and makes provisions for measurement and payment of any rock encountered at an agreed upon unit price.
- D. Unauthorized Excavation: Inadvertent or purposely removing materials beyond indicated subgrade elevations or dimensions without specific direction of the Project Manager. Unauthorized excavation, as well as remedial work resulting from unauthorized excavation shall be at Contractor's expense.
- E. Unsuitable Materials: For the purposes of classified excavation, unsuitable material shall be defined as material below subgrade elevation that exhibits excessive pumping or that does not meet density requirements due to unsatisfactory material as determined by geotechnical engineer and/or Project Manager.

- F. Subgrade: The undisturbed earth or the compacted soil layer immediately below proposed pavement and topping materials.
- G. Structure: Walls, foundations, slabs, pavement or other manmade stationary features occurring above or below ground surface.
- H. Structural Fill: The term “structural fill”, as used herein, includes soil materials used for general site filling under pavements or structures.
- I. Rough Grade: Cutting and filling the earth for preparation of finish grade. Elevation shall be within +/- one-tenth (.10') of a foot to the elevation indicated for that point.
- J. Finished Grade: Any surface which has been cut to or built to the elevation indicated for that point. Elevation shall be +/- five one-hundredths (.05') of a foot from required elevation.

1.4 SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Location of soil source.
 - 2. Classification according to ASTM D 2487.
 - 3. Laboratory compaction curve according to ASTM D 698.
- C. Provide a minimum of one (1) gallon sample of imported fill material for approval by the Project Manager.
- D. For imported fill materials, general or structural, the Contractor shall provide, at a minimum, a soils report indicating gradation tests, liquid limit, plasticity index and standard proctor density test and free of environmental contaminants. Depending on the use of the imported backfill materials the Project Manager may request that a soils analysis be performed to determine percent organic content of the soils, salt levels, and environmental contaminants of concern. Division 32 Section “Topsoil” for additional information.

1.5 QUALITY CONTROL

- E. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- F. Comply with requirements within project Geotechnical Report.
- G. Codes and Standards: Comply with all applicable local, state and Federal rules, regulations and ordinances concerning sloping of excavation, trenching and safety of workers, including the latest version of OSHA requirement.

- H. Testing Agency: Testing Agency to test the following, and as stated throughout this Section:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- I. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- J. Comply with applicable requirements of CABO/ANSI A117.1 for accessibility requirements related to walks, ramps, parking areas, drives, curb ramps, etc.

6. PROJECT CONDITIONS

- A. Protection and Repair of Underground lines:
 - 1. Existing Public Utilities: Locate existing underground utilities within the limits of work per General Contract Conditions. Request utility locates seventy-two (72) hours in advance of any excavations by calling the Utility Notification Center of Georgia at 811. The Contractor is responsible for providing written and graphical documentation from the utility owner. Take whatever precautions are necessary including potholing to verify location and depth to protect these underground lines from damage. Should unmarked or incorrectly marked utilities or other piping be encountered during excavation, notify the Project Manager immediately for direction. If damage does occur, all damage shall be repaired by the utility owner and all costs of such repair shall be paid by the Contractor. Only written all clears will be acceptable, verbal all clears will not be accepted.
 - 2. Existing Private Utilities: Locate existing underground utilities within the limits of work per General Contract Conditions. The Contractor is required to contact all private utility companies to locate all utilities. The Contractor is responsible for providing written and graphical documentation from the private utility owner. The request for locates shall be a minimum of seventy-two (72) hours prior to proceeding with any excavation. If, after such requests, private utilities are encountered and damaged by the Contractor these shall be repaired at no cost to the City. If the Contractor damages staked or located private utilities, they shall be repaired by the utility owner and all costs of such repair shall be paid by the Contractor. Only written all clears will be acceptable, verbal all clears will not be accepted.
- B. Use of Explosives: Use of explosives is not permitted.
- C. Protection of Persons and Property: The Contractor is responsible for installing barricades and posting warning lights with all open excavations occurring as part of the work.

1. Protect structures, utilities, walkways, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- D. Environmental Requirements: Blasting is not permitted. Employ jack hammering and other loud noises and methods sparingly; comply with all applicable noise abatement ordinances or regulations. Onsite burning is not allowed.
- E. Existing Benchmarks: Carefully preserve and maintain existing benchmarks, vertical/horizontal control, monuments, property line pipes and pins, and other reference points. If disturbed or destroyed, restore or replace at no additional cost to the City.
- F. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

7. GENERAL

- A. All earthwork operations shall be executed in a manner, which minimizes dust, noise, excessive accumulation of debris, danger to the public and interference with other construction. Only pneumatic-tired equipment shall be permitted over paved streets, walks and curb surfaces. Any damage to related site improvements shall be repaired at the expense of the Contractor prior to acceptance by the Town. Positive drainage shall be provided at all times throughout the earthwork operations.
- B. Earthwork operations shall be executed to provide subsoil compaction to a minimum 85 to 90 percent (85 to 90%) modified Proctor density at a + 3 percent (3%) of optimum moisture on areas to be eventually turfed or planted, and compaction to a minimum 95 percent (95%) modified Proctor density at + 2 percent (2%) of optimum moisture under all walks, trails, structures and other site improvements. Testing to demonstrate compliance with this specification shall be performed by a registered professional engineer practicing in the field of soils mechanics, per ASTM D 1557. All costs for tests shall be paid by the Contractor. The amount of testing shall be at the sole discretion of the Designated City Authority.
- C. All walks and trails shall be graded to meet all current ADA standards and guidelines to include a minimum cross pitch in the appropriate direction of one quarter inch per foot (1/4" per foot) or two percent (2%), and centerline gradient shall not exceed one foot in twenty feet or five percent (5%) (per ADA recommendations). Concentrated drainage shall be designed to pass under walks and trails by culvert or standard approved walk chase. Culverts or walk chases should be designed for the two- (2) year to ten- (10) year event and coordinated with surrounding drainage facilities. The minimum allowed culvert size is eighteen (18) inches and flared end sections (F.E.S.) will be required. Low water trail crossings will not be allowed unless approved by the City.

8. GUARANTEE

- A. Upon completion of earthwork operations, Contractor shall guarantee that in areas that have been excavated, no rock, concrete, vegetation, construction materials or other rubble shall lie within twenty-four inches (24") of the ground surface, nor within the path of

any proposed planting, irrigation lines, utilities or foundations, or other site improvements. Contractor shall also guarantee against settlement for one full year after final acceptance of the project by the City. Any corrections required to meet this specification, including repair/replacement of seed, sod, pavements, or other site improvements shall be at the Contractor's expense.

- B. Completed grades shall be smoothly and uniformly sloped, properly compacted, and shall provide drainage away from site improvements. All banks or slopes constructed shall be maintained in a stable condition to prevent slips, washouts or erosion, by approved methods. All maintenance shall be at Contractor's expense until City acceptance (typical warranty period is two (1) year.) All finished grades to be within .2 feet (two tenths) of final design grade elevation.

PART 2 - PRODUCTS

1. SOIL MATERIALS

- A. General: All fill material, regardless of intended use category, must be clean and free from organic matter, roots, brush or other vegetation, trash, debris or other detrimental substances, and rocks or unbroken lumps larger than three-inches (3"). The Project Manager is to approve material prior to placement.
 - 1. The Contractor is responsible for furnishing load tickets and providing a daily log of cubic yards of soil materials imported or exported.
 - a. Structural Fill: Shall be Class 1 or Class 2 material composed of non-organic mineral aggregates and soil from excavations of existing soils obtained from on-site or imported fill, including granular or aggregate base course from removed pavements. Fill containing organic matter or any other deleterious substances, including overly wet soils, bedrock, or high swell content soils will not be accepted. If sufficient materials meeting the above requirements are not available from on-site sources, provide additional material obtained from off-site sources and approved by the testing and inspections agency, at no additional cost to the City. The soil must be compactable and pass, at minimum, a proof roll prior to being accepted for supporting paving materials.
 - b. On-Site Topsoil: The top four-inches (4") minimum of organic material in the excavation zone shall be stripped stockpiled prior to other earthwork operations. All stockpiled topsoil shall be reused on site.

2.2 ACCESSORIES

- a. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, six-inches (6") wide and four (4) mils thick, continuously inscribed with a description of the utility.
- b. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of six-inches (6") wide and four (4) mils thick, continuously

inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to thirty-inches (30") deep.

- c. Tape: Colored as follows:
 - i. Red: Electric.
 - ii. Yellow: Gas, oil, steam, and dangerous materials.
 - iii. Orange: Telephone and other communications.
 - iv. Blue: Water systems.
 - v. Green: Sewer systems.

3.EXECUTION

1. EXAMINATION

- A. Examine areas where the Work of this Section will be performed for compliance with requirements and conditions affecting installation and performance.
 - i. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within the work area.
 - ii. Proceed with installation only after unsatisfactory conditions have been corrected and approved by Project Manager.

2. GENERAL PROCEDURES

- A. Comply with all local, state and national erosion control requirements.
- B. Erosion Control shall be maintained during all phases of site excavation and site development and maintained throughout the construction period in order to protect adjacent properties, streets, and storm sewers from erosion and sediment runoff during the construction process. Do not commence excavation and grading work until erosion control measures are in place and have been inspected by the Project Manager. Contractor shall be responsible for maintaining erosion control measures throughout construction. Frequent monitoring, cleaning and other work required for proper operation shall be Contractor's responsibility. Contractor shall modify/replace all erosion control measures to fit field conditions following direction for corrective actions from Project Manager and or Wastewater Management Inspector.

3.3 FIELD QUALITY CONTROL

- A. Testing and inspections shall be coordinated and paid for by the Contractor.

- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.4 DEWATERING

- A. Wherever possible, prevent surface water and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding area.
- B. Contractor shall be required to dewater excavated areas by pumping, or otherwise control the water so that the project can be constructed in accordance with the plans. Any controlling of the water must be performed in such a manner that recently constructed portions of the project are not damaged. Repairs shall be at the Contractor's expense.
- C. Damage to adjacent property that results from the Contractor's alteration of any surface drainage, ground water flows or pumped water shall be repaired by the Contractor at no additional cost to the City.

5. GROUND SURFACE PREPARATION

- A. Complete clearing and grubbing operations in accordance with Division 31 Section "Clearing and Grubbing". Where new material is to be placed on compacted subgrade, scarify ground surface until surface is free from ruts, hummocks or other uneven features, which would prevent uniform compaction and bond between old and new material.

B. Unsuitable Conditions:

- a. Inspection: Following stripping, examine exposed surface for unsuitable soil, areas of loose or soft soil, disturbed soils, or soft moist soils.
- b. Removal: Remove soil at areas of unsuitable conditions down to undisturbed acceptable soils.
- c. Replacement: Replace with specified fill material at specified compaction requirements.

3.6 STRIPPING AND STOCKPILING TOPSOIL

- A. Strip all topsoil from the excavation zone for new facilities (four-inches (4") in depth for all disturbed areas). Stockpile topsoil in locations indicated on the Drawings or as directed by the Project Manager.

- B. Placing topsoil, refer to Section "Topsoil".

3.7 EXCAVATION

- A. Stability of excavations: Comply with local codes, ordinances, and requirements of agencies having jurisdiction to include the latest revision to OSHA standards.
- B. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of +/- one-tenth (0.1') of a foot, and extending a sufficient distance to permit installation of services and other construction, and for inspection.
- C. Excavation for Pavements: Cut surface under pavements to comply with crosssections, elevations and grades as indicated within a tolerance of +/- one-tenth (0.1') of a foot.
- D. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. Twenty-four inches (24") outside of concrete forms other than at footings.
 - b. Twelve-inches (12") outside of concrete forms at footings.
 - c. Six-inches (6") outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. Six-inches (6") beneath bottom of concrete slabs-on-grade.
 - f. Six-inches (6") beneath pipe in trenches, and the greater of twenty-four inches (24") wider than pipe or forty-two inches (42") wide.
- E. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by the Project Manager and approved by the Project Manager. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. Twenty-four inches (24") outside of concrete forms other than at footings.
 - b. Twelve-inches (12") outside of concrete forms at footings.
 - c. Six-inches (6") outside of minimum required dimensions of concrete cast against grade.

- d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
- e. Six-inches (6") beneath bottom of concrete slabs-on-grade.
- f. Six-inches (6") beneath pipe in trenches, and the greater of twenty-four inches (24") wider than pipe or forty-two inches (42") wide.

9. INSPECTION

- A. Subgrade and Rough Grade Inspection:
 - 1. Contractor shall notify Project Manager when excavations have reached required subgrade.
 - 2. If Project Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 3. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
 - 4. For concrete subgrade preparation, proof-roll subgrade in locations identified by the Project Manager with a pneumatic-tired and loaded ten (10-wheel), tandem-axle dump truck weighing not less than fifteen (15) tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - a. Completely proof-roll subgrade in one direction. Limit vehicle speed to three (3) mph.
 - b. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the Project Manager, and replace with compacted backfill or fill as directed.
 - 5. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Project Manager, without additional compensation.

3.10 SPECIAL CONDITIONS

- A. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than thirty five degrees (35°) F.
- B. Dust Control: Provide dust control to alleviate dust nuisance to the public, to adjacent properties and other work underway at the project site.
- C. Unanticipated Conditions: Notify the Project Manager immediately upon finding subsurface or other conditions which are not shown or which cannot be reasonably assumed from existing surveys. Secure Project Manager's instructions before proceeding with further work in such areas.
- D. Unsatisfactory Soils: Remove or otherwise correct unsanitary, sour, or otherwise unsatisfactory soil. Remove contaminated or unsuitable material from under paved areas.
- E. Additional Excavation: When excavation has reached required subgrade elevations, the Contractor shall contact the testing agency, which will make an observation of conditions. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the testing agency.

3.11 FILL AND BACKFILL

- A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in this Section.
 - 1. Under grassed areas, use satisfactory, excavated or borrow material.
 - 2. Under walks and pavements, use satisfactory, excavated or borrow materials, or a combination to meet structural fill requirements.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
 - 2. Removal of all trash and debris from excavation.

12. DRAINAGE AND PUMPING

- A. Maintain soil under foundations and slabs at natural moisture content.
- B. Provide and maintain slopes, crowns, and ditches in excavation to insure satisfactory surface drainage at all times. Provide temporary drainage facilities to prevent water from draining into excavations. When work is completed, restore temporary ditches or cuts to original grade or finish grade as indicated.
- C. Bailing or Pumping: Immediately pump or bail out water found in excavations, whether rain or seepage. Excavations shall be kept free from water at all times. Take measures and furnish equipment and labor necessary to control the flow, drainage, and accumulation of water as required to permit completion of the work under this Section to avoid damage to the work.

13. PLACEMENT AND COMPACTION

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Ground surfaces that are steeper than four-to-one (4:1) (horizontal to vertical) shall be stripped of vegetation, scarified to a depth of six-inches (6") and create excavated benches to ensure that fill material will bond with the existing surface.
 - 1. Present remediation options to Project Manager for any soils that do not meet the specified standard proctor density to bring those soils into compliance with the specifications.
- B. Place backfill and fill materials in layers not more than eight-inches (8") in loose depth for material compacted by heavy compaction equipment, and not more than four-inches (4") in loose depth for material compacted by handoperated tampers, each layer to be compacted to meet requirements herein.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

- D. Compaction of Fill for Hardscape Areas:
1. Select fill material shall be placed and mixed in evenly spread layers. After each fill layer has been placed, it shall be uniformly compacted. Fill materials shall be placed such that the thickness of loose material does not exceed eight-inches (8") and the compacted lift thickness does not exceed six-inches (6").
 2. Compaction shall be obtained by the use of sheepsfoot rollers, multiple-wheel pneumatic-tired rollers, or other equipment required to meet specifications. Granular fill shall be compacted using vibratory equipment or other equipment required to meet specifications. Compaction of each layer shall be continuous over the entire area. Compaction equipment shall make sufficient passes to ensure that the required density is obtained. Refer to Paragraph 3.12.I herein for criteria.
 3. Prior to placement of any base or surfacing materials, one hundred percent (100%) of the subgrade shall be proof rolled with a fully loaded tandem-axle truck.
- E. Compaction of Landscape Slope Areas:
1. Fill slopes shall be compacted by means of sheepsfoot rollers or other suitable equipment. Compaction operations shall be continued until slopes are stable, compact to a density as specified in Paragraph 3.12.I. Permanent fill slopes shall not exceed four-to-one (4:1) (horizontal to vertical).
 2. Where natural slopes are steeper than twenty percent (20%) in grade and the placement of fill is required, cut benches shall be provided at the rate of one bench for each five feet (5') in height (minimum of two benches). Benches shall be at least ten feet (10') in width. Fill shall be placed on completed benches as outlined within this specification.
- F. Control soil and fill compaction, providing minimum percentage of density specified. Correct improperly compacted areas or lifts as directed if soil density tests indicate inadequate compaction.
- G. Moisture Control: Control moisture content within 2% of optimum moisture as determined by ASTM D 698. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
1. Moisture Content: The Contractor may be required to add moisture to the excavation materials in the stockpile area if it is not possible to obtain uniform moisture content by adding water on the fill surface. The Contractor may be required to rip or disc the fill soils to provide uniform moisture content through the soils.
 2. The application of water to the embankment materials shall be made with any type of watering equipment which will give the desired results. Water jets from the spreader shall not be directed at the embankment with such force that fill materials are washed out.
 3. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 4. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
- H. Density Tests: Field density tests shall be made by the Contractor. Where sheepsfoot rollers are used, the soil may be disturbed to a depth of several-inches. Density tests shall be taken in compacted material below the disturbed surface. When density tests

indicate that the density or moisture content of any layer of fill or portion thereof is below that required, the particular layer or portion shall be reworked until the required density or moisture content has been achieved. Criteria for acceptance are as follows:

1. Under pavements and structures: Intervals and quantities of tests required shall be established by the Project Manager. On-site or imported clay materials shall be compacted to at least ninety five percent (95%) of maximum standard Proctor dry density (ASTM D 698) at moisture content within two percent (2%) of optimum. Granular material, whether imported or developed on-site, shall be moisture conditioned to within two percent (2%) of optimum and compacted to at least 95% of maximum modified Proctor dry density (ASTM D 1557).
2. Under landscape areas (top 12-inches): Eighty five percent (85%) of maximum standard Proctor dry density at moisture content within two percent (2%) of optimum (ASTM D 698).

3.13 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of existing trees or within Tree Protection Fencing.

3.14 GRADING

- A. General: Uniformly grade areas within project limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations or contours are indicated or between such points and existing grades.
- B. Subgrade tolerances are as follows:
 1. Lawn, Seeded, and Unpaved Areas: Finish areas to receive topsoil to within not more than +/- one-tenth (0.10') of a foot above or below required subgrade elevations.
 2. Athletic Fields: Finish areas to receive topsoil to within not more than +/- five one-hundredths (.05') of a foot from required elevation.
 3. Pavements: Shape surface of areas under pavement to line, grade, and crosssection, with finish surface not more than two one-hundredths (0.02') of a foot above or below required subgrade elevation.
 4. Structures: Backfill within 3' of all structures and for full height of walls, shall be selected non swelling material, structural. Backfill material shall be relatively impervious, well graded and free from stones larger than 3". All backfill around structures shall be consolidated by mechanical tamping. The material shall be placed in 6" loose lifts and compacted as specified.
 5. Compaction of all concrete subgrade: 95% of standard proctor density at 2% optimum moisture.
- C. Under no circumstances shall variations from specified grade elevations create any ponding or retention of water on intermediate pavement levels, or finished surfaces.

15. PLACING STOCKPILED TOPSOIL

- A. Refer to Section "Topsoil".

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Project Manager; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work.

3.17 MAINTENANCE

- A. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- B. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

18. DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove waste materials, including materials not allowed for fill, backfill or site grading as specified within, trash, contaminated materials, and debris, and legally dispose of it off City's property at Contractor's expense.
- B. Remove any excess fill material from the site, unless otherwise directed by the Project Manager. Soils rendered unfit to receive tree planting due to concrete water, mortar of lime water, fly ash, or concrete/asphalt rubble shall be removed from the site and disposed of properly.
- C. The Contractor shall conduct all site grading operations and other construction activities to minimize erosion of site soil materials. Contractor shall be responsible to maintain streets daily removing any spillage of dirt, rocks, or debris from equipment entering leaving the site.

END OF SECTION

311100 - CLEARING AND GRUBBING

1. GENERAL

1. RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2. SUMMARY

- A. This Section includes requirements for stripping sod, and removing and disposing of vegetation and debris.
- B. Related Sections:
 - 1. Section 310000 "Earthwork"

3. DEFINITIONS

- A. The term "sod stripping" shall be used when the vegetative material to be removed is mowable and generally less than twelve-inches (12") tall.
- B. The term "tree removal" refers to individual woody plants with a caliper over four-inches (4"). Any removals shall be performed by a licensed tree Contractor approved by the City.
- C. The term "clearing" refers to removing and disposing trees, brush, stumps, logs, grass, weeds, roots, decayed vegetable matter, poles, stubs, rubbish, refuse dumps, sawdust piles, and loose boulders of one cubic yard (1 yd³) or less existing outside of the construction limits, debris resting on or protruding through the ground surface, or appearing on the construction limits before final acceptance of the work. Clearing also includes removing and disposing of obstructions, such as fences, bridges, buildings, and other incidental structures within the construction limits and shown on the Site Demolition Plans.
- D. The term "grubbing" refers to removal from the area within the construction limits and proper disposal of all objectionable matter defined above under clearing, which is embedded in the underlying soil. Grubbing also includes removing and properly disposing of sidewalks, driveways, catch basins, drop inlets, manholes, curbing, retaining walls, utilities, foundations, paved floors, underground tanks, and portions of plants to be removed that are below grade, and other structures within the construction limits.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- F. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow, and ; reasonably free of subsoil, clay lumps, gravel, and other objects more than two-inches (2") in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.

- G. Plant-Protection Area: Area surrounding shrub beds or massings, or other vegetation or sensitive areas to be protected during construction, and indicated on Contract Drawings.
 - H. Tree-Protection Area: Area surrounding individual trees or groups of trees to be protected during construction.
 - I. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
4. MATERIAL OWNERSHIP
- A. All materials except for stripped topsoil and those materials indicated to remain or to be stockpiled, shall remain the property of the City. All other materials shall be removed at the Contractor's expense.
5. PROJECT CONDITIONS
- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Project Manager.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Project Manager.
 - B. Improvements on Adjoining Property: Not allowed without prior approval from Project Manager. Work only within Work Limit Line as defined on drawings.
 - C. Protection and Repair of Underground lines:
 - 1. Existing Public Utilities: Locate existing underground utilities within the limits of work per General Contract Conditions, Article 804 Protection of Municipal, Public Service or Public Utility Systems. Request utility locates seventy-two (72) hours in advance of any excavations by calling the Utility Notification Center of Georgia at 811. The contractor is responsible for providing written and graphical documentation from the utility owner. Take whatever precautions are necessary including potholing to verify location and depth to protect these underground lines from damage. Should unmarked or incorrectly marked utilities or other piping be encountered during excavation, notify the Project Manager immediately for direction. If damage does occur, all damage shall be repaired by the utility owner and all costs of such repair shall be paid by the contractor. Only written all clears will be acceptable, verbal all clears will not be accepted.
 - 2. Existing Private Utilities: Locate existing underground utilities within the limits of work per General Contract Conditions. The contractor is required to contact all private utility companies including the City of Macon and Macon Water Authority. The contractor is responsible for providing written and graphical documentation from the private utility owner. The request for locates shall be a minimum of seventy-two (72) prior to proceeding with any excavation. If, after such requests, private utilities are encountered and damaged by the contractor these shall be repaired at no cost to the City. If the contractor damages staked or located private utilities, they shall be repaired by the utility owner and all costs of such repair shall be paid by the contractor. Only written all clears will be acceptable, verbal all clears will not be accepted.
 - D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and tree and or plant protection measures are in place.

2.PRODUCTS (Not Used)

3.EXECUTION

1. PROTECTION

- A. Protect existing site conditions from damage during construction.
 - 1. Restore existing conditions damaged by Contractor during the work of this Contract to their original condition, as acceptable by Project Manager.

2. CLEARING

- A. Remove brush and vegetation from areas designated to be cleared. As directed by Project Manager, trim low hanging, unsound, or unsightly branches on existing trees and shrubs designated to remain.

3. GRUBBING

- A. Remove all stumps, roots, and debris a minimum of twelve-inches (12") below finish grade in all areas as required. Use hand methods for grubbing inside drip line of trees to remain. Backfill and compact stump and root holes to a maximum of eighty five percent (85%) standard proctor in landscape areas and ninety five percent (95%) standard proctor under hardscape or as directed by the Project Manager.

4. TOPSOIL STRIPPING

- A. See Section "Earthwork".

5. SOD STRIPPING

- A. Strip sod in all areas to be re-graded to a depth of one-inch (1"), so that a relatively clean dirt surface remains.

6. TREE REMOVAL

- A. In all proposed landscaped areas, stumps and surface roots shall be ground to a minimum of twelve-inches (12") below finish grade. In proposed hardscape areas, all roots shall be removed entirely.

7. DISEASED TREE REMOVAL AND DISPOSAL

- A. The removal of diseased and infested trees includes the requirement of offsite burial of all parts of the trees immediately following removal. This includes logs, stumps, roots, branches and composted and un-composted chips. Under no circumstances should diseased or infected wood be left or taken for firewood, mulch or taken to a wood processing mill.

8. HERBICIDES

- A. Read the label.
- B. Use an aquatic approved formulation of triclopyr or glyphosate.

- C. Use the highest allowable rate indicated in the label for cut-stump treatments.
 - D. Follow all requirements stated on the label.
 - E. Herbicide may only be applied by state licensed commercial applicators that are licensed to apply herbicide in the category that the application will be made in.
9. DISPOSAL
- A. Haul and dispose of all removed materials, trash, debris and waste materials legally outside of the City's property.

END OF SECTION

321116 - AGGREGATE BASE COURSE

1. GENERAL

1. RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2. SUMMARY

- A. This Section includes the requirements for furnishing and placing crushed aggregate, bonded with fine aggregate, constructed on a prepared underlying course in accordance with these specifications and in conformity with the dimensions, typical cross section, and the lines and grades shown on the Contract Drawings. The locations where aggregate base course will be used are shown on the Contract Drawings.
- B. Related Sections:
 - 1. Division 32 Section "Concrete Walks, Curbs, and Miscellaneous Flatwork".

3. SUBMITTALS

- A. See Division 01 Section "Submittals" for submittal requirements.
- B. Certification: Contractor shall provide a certificate of compliance for any imported Aggregate Base Course materials.
- C. Gradation and Standard Proctor Density Test Results: For imported backfill materials, at a minimum, submit results of gradation tests and standard proctor density test.
- D. Sample: Provide a 1-pound (1#) sample of material(s) for approval.

2. PRODUCTS

1. AGGREGATE BASE COURSE

- A. Aggregate base course shall meet the requirements of AASHTO #57 Stone and on Contract Drawings.

2. AGGREGATE

- A. The use of this term implies the use of Aggregate Base Course within this Section only.

3.EXECUTION

1. EQUIPMENT

- A. All equipment necessary for the proper construction of this work shall be in working condition, and shall be free of fluid leaks. Project Manager reserves the right to have any piece of equipment removed from the site if it is deemed inoperable and/or is leaking fluids.

2. PREPARING SUBGRADE

- A. The underlying subgrade or base course shall be tested at the Contractors expense and accepted by the Project Manager before placing and spreading operations are started.

3. METHOD OF SPREADING

- A. The aggregate material shall be placed on the prepared underlying course and compacted in layers not to exceed six-inches (8") in depth before compaction. The depositing and spreading of material shall commence where designated and shall progress continuously without breaks. The material shall be deposited and spread in a uniform layer and without segregation of size to a uniform thickness.
- B. The aggregate spread shall be of uniform grading with no pockets of fine or course materials. During the spreading process, sufficient caution shall be exercised to prevent the incorporation of underlying materials in the aggregate.

4. COMPACTION OF AGGREGATE BASE COURSE

- A. When aggregate base course is used as part of asphalt roadway system (asphalt and base course composite section), the aggregate base course shall be compacted to 95% of Modified Proctor per ASTM D-1557, within 2% of optimum moisture.
- B. Aggregate material shall be placed and mixed in evenly spread layers. After each fill layer has been placed, it shall be uniformly compacted. Fill materials shall be placed such that the thickness of loose material does not exceed eight-inches (8") and the compacted lift thickness does not exceed six-inches (6").
- C. Compaction shall be obtained by the use of vibratory rollers, multiple-wheel pneumatic-tired rollers, or other equipment approved by the Project Manager. Granular fill shall be compacted using vibratory equipment or other equipment approved by the Project Manager. Compaction of each layer shall be continuous over the entire area. Compaction equipment shall make sufficient passes to ensure that the required density is obtained.
- D. Prior to placement of any base or surfacing materials, one-hundred percent (100%) of the subgrade shall be proof rolled with a fully loaded tandem-axle truck.

5. PROTECTION

- A. Spreading of aggregate shall not take place when temperatures are below freezing. When the aggregate base course contains frozen material or the underlying subgrade is frozen, construction shall not occur.

6. MAINTENANCE

- A. Following the completion of the base course, the Contractor shall perform all maintenance work necessary to keep the aggregate in a satisfactory condition until acceptance of the project. The surface shall be kept clean and free from foreign material. The base course shall be properly drained at all times. Any work, maintenance or necessary repairs shall be performed at the expense of the Contractor.

321313 - CONCRETE WALKS, CURBS AND MISCELLANEOUS FLATWORK

PART 1: GENERAL

1.1 RELATED DOCUMENTS: The General Contract Conditions, Drawings, and Division - 1 Specification sections apply to Work of this section.

A. Related Sections:

1. Division 31 Section "Earthwork".
2. Division 31 Section "Clearing and Grubbing".
3. Division 32 Section "Soil Preparation".
4. Division 32 Section "Aggregate Base Course".

1.2 SUMMARY:

- A. Work Includes: Constructing concrete flatwork, including walks, curbs and gutters, ramps, and pans.

1.3 SUBMITTALS

- A. In compliance with Paragraph 5.3.2 of ASTM C94, furnish statement of composition of concrete mix and ad mixtures and evidence that mix meets specified quality.
- B. Test reports as indicated below.

1.4 QUALITY ASSURANCE

- A. All concrete for flatwork shall be Class P (4000 PSI) unless otherwise requested by the Project Manager. Concrete shall be tested by the District's testing agency. Contractor shall contact the agency to arrange for testing at least 48 hours prior to each pour.

1.5 PROJECT CONDITIONS:

- A. Place concrete only when ambient air temperatures are above 45 degrees F and rising, unless it is protected from freezing. Do not place concrete on frozen ground. Refer to Section 03300 for hot weather and cold weather placement procedures.

PART 2: PRODUCTS

2.1 SUBGRADE MATERIAL: Dense, readily compactable material, free from vegetable matter and lumps of clay. Material excavated from on-site that meets this requirement may be used if approved.

2.2 CONCRETE:

- A. Materials: Materials, including cement, aggregates, water, and admixtures, shall meet the requirements of ASTM C94. Refer to Section 03300 and to the District Right of Way Services approved materials list of pre-approved concrete mixes for additional requirements.
1. Cement: Type II, complying with ASTM C 150.
 2. Coarse Aggregate: Maximum size 3/4 inch, complying with ASTM C33.
 3. Fly Ash: Shall be Type C or F, in compliance with CDOT 701.02.
 4. Water: Potable
 5. Air Entraining Admixture: ASTM C260. No chlorides will be permitted.
 6. Water Reducing Admixture: ASTM C494 Type A. Provide for all flatwork. No chlorides will be permitted.
 7. Color Admixtures: Integrally Colored Concrete. ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, non-fading, and resistant to lime and other alkalis. Davis Colors, Scofield, or approved equal. Color: As shown on the Drawings and as approved by sample panels
- B. Quality of Concrete: Concrete shall be furnished under Option C, ASTM C94, whereby the manufacturer assumes full responsibility for the selection of the proportions for the concrete mixture. Submit statement of composition as called for in Part 1 of this section.
- C. Total Average Air Content: 5 to 7 percent.
- D. Minimum Cement Content: 6 sacks per cubic yard.
- E. Water Cement Ratio: Max. (.48 ±).
- F. Slump: Maximum 4 inches.
- G. Compressive Strength: 4,000 PSI minimum at twenty-eight days.
- H. Manufacture and Delivery: Measurement of materials, batching, mixing, transporting, and delivery shall be as specified in ASTM C94. Discharge concrete into forms within 1 1/2 hours after introduction of water to cement. When temperature of concrete is 85 degrees F or above, the time between introduction of water to cement and complete discharge of concrete into forms shall not exceed 45 minutes.

2.3 FIBROUS CONCRETE REINFORCEMENT:

- A. Shall be 100% virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured to an optimum gradation utilizing 25 individual fiber designs for use as concrete secondary reinforcement.

- B. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds).
 - C. Fiber manufacturer must document evidence of 5 year satisfactory performance history, compliance with applicable building codes and ASTM C1116 Type III 4.1.3 and ASTM C1116 Performance Level I.
 - D. Fibrous concrete reinforcement shall be utilized in all trail and flatwork applications.
- 2.4 EXPANSION JOINT FILLERS: Pre-molded closed cell polyethylene foam or bituminous saturated fiber conforming to ASTM D1751, 1/2-inch thick. Provide 1/2-inch thick by depth of the slab material, allow 1/2 thickness for joint sealer.
- 2.5 EXPANSION JOINT SEALANT: Shall be a silicone material that is on CDOT's approved silicone sealant list. Where color additive is used, color to match. Provide manufacturer's certification of compatibility with specified sealants where required.
- 2.6 CURING COMPOUND: Minimum 30% solids content, maximum moisture loss of three-hundred grams (0.030 per square centimeter / 300 square feet per gallon coverage), flat finish. Curing Compound shall not reduce bonding or adhesion of finish materials applied to concrete surfaces.
- 2.8 CONCRETE SURFACE RETARDER: Water-based top-surface retarder.
- A. Sand Finish: Aggregate size to expose for sandblast finish.

PART 3: EXECUTION

- 3.1 PREPARATION OF SUBGRADE: Excavate to required depth. Remove soft, yielding material and replace with select fill. Compact to min. 95% Standard Proctor within 2% of optimum moisture.
- 3.2 MAINTENANCE OF SUBGRADE: Maintain subgrade in a compacted condition until concrete is placed.
- 3.3 FORMS: Metal or uniform warp free lumber, coated with form release agent. Slope forms to give slabs positive drainage and stake securely. Obtain approval of Project Manager for alignment and grade before placing concrete. Radii shall be continuous and flowing to avoid angular intersections in the horizontal alignment.
- 3.4 PLACING:
- A. Concrete shall be formed, placed, vibrated and finished by hand using conventional methods. Concrete shall be placed at the line and grade shown on plans.
 - B. Place concrete on moistened subgrade monolithically between construction joints. Deposit to full depth in one operation. Consolidate immediately. After

depositing concrete, screed and darby or bullfloat.

3.5 CONCRETE FINISHING (standard):

- A. After darbying or bullfloating, stop finishing until bleeding has ceased and until concrete can support foot pressure with only about 1/8-inch indentation. During or after the first floating, check planeness of surface with a 10-foot straightedge applied at not less than two different angles, and then cut down all high spots and fill all low spots to achieve a true plane within 1/8 inch in 10 feet.
- B. Refloat slab immediately to a uniform sandy texture. Use steel trowel to densify surface, then apply medium broom finish to slab perpendicular to line of traffic.

3.6 CONCRETE FINISHING (Sand Finish):

- A. After darbying or bullfloating, apply surface retarder uniformly over surface per the manufacturer's recommendations for application.
- B. Expose aggregate by power washing per the manufacturer's recommendations for application.
- C. Clean surface.
- D. Apply sealer.
- E. Avoid traffic on the concrete during this operation. High pressure water may be used if desired finish is more easily achieved without harm to the concrete. Use same method of exposure, throughout the project.

7. CONCRETE FINISHING (Light Broom):

- A. After darbying or bullfloating, provide a light pressure "broom finish" perpendicular to line of traffic or as indicated on plans.
- B. Exact texture and coarseness of broom finish shall match approved site sample.

8. FORM REMOVAL: Remove forms after concrete surface is hard enough so as not to be injured in any way. Reasonable care is to be used in removing forms. Repair minor defects with mortar. Plastering will not be permitted on exposed faces.

3.9 JOINTS: Construct joints true to line with faces perpendicular to surface.

- A. Expansion Joints: Expansion joint material shall be provided at the following locations and shall be in place prior to the placing of concrete: 1) at each end of curb return; 2) between sidewalk and driveway slabs or service walks; 3) between new concrete and existing concrete; 4) as shown on the plans; 5) between new concrete and fixed vertical objects, 5) at max. 120 foot spacing, or 6) as directed by the Project Manager.
 - 1. Thoroughly clean all surfaces prior to installation of caulking material.
- B. Contraction (Control) Joints in Walks: Contraction joints shall be formed with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 3/8-inch-wide joints into concrete that has hardened sufficiently that cutting action will not tear, abrade, or otherwise damage surface, but before development of random contraction cracks. Saw cut joints shall be spaced at a distance equal to

the width of the walk, but not over 10 feet unless approved by the Project Manager. Depth of joints shall be one-fourth the slab thickness.

1. Tooled joints will not be allowed on concrete trails, unless directed by the Project Manager.

- C. Curb and Gutter Contraction (Control) Joints: Space curb and gutter joints not more than 12 feet 6 inches on center, and align them with sidewalk joints. Contraction joints shall be tooled. Form plane of weakness by inserting and later removing a metal divider, finish with an edger or groover, or by saw cutting a previously tooled joint.
- 3.10 CURING: Thoroughly cure and protect concrete by keeping the surface moist for 7 calendar days or by use of curing compound applied in accordance with manufacturer's written instructions. Cure slabs with integral color in accordance with instructions of the pigment manufacturer using a pigmented membrane-forming curing compound with integral color to match concrete pigment. On exposed slabs with integral color, do not use polyethylene or paper sheeting.
- 3.11 FIELD QUALITY CONTROL: Surfaces shall not vary more than 1/8-inch when tested with a 10 foot straightedge.
- 3.12 PROTECTION: Contractor shall be responsible for protecting the concrete flatwork until it is sufficiently hard. Concrete that is damaged by footprints, writing implements, or weather conditions is subject to replacement at no cost to the District.
- 3.13 CONCRETE WARRANTY: Reference Division 1.

END OF SECTION

323300 - SITE FURNISHINGS

1. GENERAL

1. SUMMARY

- A. Section Includes: backed benches, waste receptacles, bike racks, pet waste stations, planter pots, ledge tables and chairs

2. QUALITY ASSURANCE

- A. Material and craftsmanship for site furnishings shall conform to recognized association standards.
- B. Contractor to submit color samples, technical data, and installation methods prior to any ordering and or installing of these items.
- C. Contractor to field locate each item and associated paving prior to any installation and/or construction and shall have Owner's Representative's review.

3. SUBMITTALS

- A. Submit information listed in contract documents and this section, for review and approval by landscape architect and Macon-Bibb Parks and Beautification Department. If proposing alternates submit product data for review and approval by landscape architect and Macon-Bibb Parks and Beautification Department during the bidding process. Site furnishings substitutions will not be allowed during construction.

2. PRODUCTS

1. PICNIC TABLES

- A. Charlie Table by Landscape Forms, or Landscape Architect approved alternate.
 - 1. Material: Powercoated aluminum and steel construction
 - 2. Color: Loll Green Leaf
 - 3. 67" Oval shape
 - 4. ADA compliant
 - 5. Install per manufacturers details and recommendations.
 - 6. Quantity: 6

2. DRINKING FOUNTAIN

- A. ADA accessible Drinking Fountain by Most Dependable Fountains, or Landscape Architect approved alternate.
 - 1. Powdercoated black frame

2. Surface mounted
 3. Install per manufacturers details and recommendations.
 4. Quantity: 1
3. WORK OUT STATION
 - A. T-REX 6 Post Station by Move Strong, or Landscape Architect approved alternate.
 1. Powdercoated black and blue frame
 2. In ground mounted in concrete footing per manufacturers details and recommendations
 3. Quantity: 1
4. PET WASTE SIGN AND BAG DISPENSER
 - A. Pet Waste Sign and bag dispenser by DogiPot, or Landscape Architect approved alternate.
 1. Aluminum post
 2. Pet waste and on-leash sign
 3. Aluminum bag dispenser
 4. In ground mounted in concrete footing per manufacturers details and recommendations
 5. Quantity: 3
5. BIKE RACKS
 - A. Traditional Inverted U Rack by Belson, or Landscape Architect approved alternate.
 1. Powdercoated black frame
 2. Surface mounted
 3. Install per manufacturers details and recommendations.
 4. Quantity: 2
6. BASKETBALL HOOPS
 - A. Basketball Backboard: Shall be fan-shaped, thirty-nine inches (39") by fifty-four inches (54") with a heavy-duty mounting support structure, twelve-gauge (12 ga) steel skin, white powder-coated finish and a ten (10) year limited warranty. Product: Bison BA495 or approved equal.
 - B. Basketball Goal: Shall have two (2) five-eighths inch (5/8") carbon steel rims welded together at a minimum of six (6) places, with no-fail netlocks, three-sixteenths inch (3/16") thick steel box-style backplate and rim supports, continuously welded with a lifetime warranty. Include a nylon cloth net, chain nets are not approved. Product: Bison BA39U or approved equal.
 - C. Basketball Pole: Shall be heavy-duty four-and one-half inches (4 ½") outside diameter, hot dipped galvanized steel pipe with forty-eight-inch (48") safe play area, heavy-duty

one and five eighths inch (1-5/8") support braces, and forty-eight-inch (48") in-ground bury pole with a twenty-five (25) year limited warranty. Product: Bison BA777 or approved equal.

7. MUSIC PLAY EQUIPMENT- ALTERNATES

- A. Melody Chimes by Game Time, or Landscape Architect approved alternate.
 - 1. Model: 4677
 - 2. HDPE color frame: Blue
 - 3. In ground mounted in concrete footing per manufacturers details and recommendations
 - 4. Quantity: 1
- B. Drum Circle by Game Time, or Landscape Architect approved alternate.
 - 1. Model: 81749
 - 2. In ground mounted in concrete footing per manufacturers details and recommendations
 - 3. Quantity: 1
- C. Harmonic Chimes, Set of 3 by Game Time, or Landscape Architect approved alternate.
 - 1. Model: 4676
 - 2. HDPE color frame: Blue
 - 3. In ground mounted in concrete footing per manufacturers details and recommendations
 - 4. Quantity: 1

8. BENCHES AND TRASH CANS

- A. Existing benches and trash cans by Victor Stanley are specified for removal, storage, and relocation on site. Contractor shall contact manufacturer for recommendations regarding deinstallation, cleaning, installation, and paint touch up. Contractor is responsible for ordering and installing any parts, pieces, and hardware that are missing from the existing benches and trash cans.

2.EXECUTION

1. INSTALLATION

- A. All site furniture shall be installed per Drawings and manufacturer's instructions.

END OF SECTION

329113 SOIL PREPARATION

1. GENERAL

1. RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2. SUMMARY

- A. This Section includes requirements for the preparation of soil for seeding, sodding, or planting operations. Soil preparation consists of ripping, fertilizing, soil conditioning, and fine grading the topsoil. Soil preparation as specified herein must precede all seeding, sodding, and planting.
- B. Related Sections:
 - 1. Division 31 Section "Clearing and Grubbing".
 - 2. Division 31 Section "Earthwork".
 - 3. Division 32 Section "Topsoil".
 - 4. Division 32 Section "Sodding".
 - 5. Division 32 Section "Trees, Plants, and Groundcovers".

3. DEFINITIONS

- A. On-site Topsoil: Soil that is present at the top layer of the existing soil profile at the project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.
- B. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sands with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- D. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- E. Fertilizer: A substance that is added to soil to help the growth of plants.
- F. Soil Amendment: Any substance which is intended to improve the physical, chemical, or other characteristics of the soil.
- G. Soil Conditioner: Combination of slow-release fertilizer, hummate, and Mycorrhiza.

4. SUBMITTALS

- A. Testing Agency Qualifications: Project Manager to approve prior to construction.
- B. Soils Test Data: See Quality Control.
- C. Product Data (for each type of product):

1. Include recommendations for application and use.
 2. Include test data substantiating that products comply with requirements.
 3. Material Certificates: For each type of soil conditioner, soil amendment, and fertilizer before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
 - b. State, Federal and other inspection certificates shall accompany invoice for materials showing source or origin.
- D. Samples: For each bulk-supplied material, one (1) quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.
5. QUALITY CONTROL
- A. Testing Agency: Retain an independent, state-operated, or university operated laboratory experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated and that specializes in the types of tests to be performed.
1. Laboratories: Subject to compliance with requirements, provide testing of materials in the Section by a qualified testing laboratory approved by the Project Manager.
 2. Multiple Laboratories: Work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.
- B. Testing: Contractor is responsible for performing the following tests:
1. Soils Test of existing soil, after rough grading, including testing agency's recommendations for amendment and fertilizer for landscape plants, turf, and native seed.
- C. Preconstruction Testing
1. Engage the approved testing agency to perform preconstruction soil analyses on existing on-site soil, imported topsoil, and pre-amended imported soil.
 2. Notify Project Manager seventy-two (72) hours in advance of the dates and times when laboratory samples will be taken.
- D. Soil Sampling Requirements
1. Sample Collection and Labeling: Have samples taken and labeled by the Contractor in the presence of the Project Manager and under the direction of the testing agency.
 2. Number and Location of Samples: Minimum of five (3) samples from varied locations for each soil to be used or amending for planting purposes, including seed/sod, native seeding, planting beds, and gardens. Provide a site plan of the sampling locations to the Project Manager for approval, prior to sampling.
 3. Procedures and Depth of Samples: Collect samples to a depth of six inches (6") and combine in a clean plastic container.
 4. Mixing of Samples: Mix samples together thoroughly, removing plant debris and breaking up clods.
 5. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.
- E. Testing Requirements

1. Soil Texture: Soil-particle, size-distribution analysis by the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.
 2. Fertility Testing: Soil-fertility analysis shall, include the following:
 - a. Percentage of organic matter.
 - b. CEC, calcium percent of CEC, and magnesium percent of CEC.
 - c. Soil reaction (acidity/alkalinity pH value).
 - d. Buffered acidity or alkalinity.
 - e. Lime estimate.
 - f. Soil texture estimate.
 - g. Nitrogen ppm.
 - h. Phosphorous ppm.
 - i. Potassium ppm.
 - j. Manganese ppm.
 - k. Zinc ppm.
 - l. Iron ppm.
 - m. Boron ppm.
 - n. Copper ppm.
 - o. Sodium ppm, and sodium absorption ratio.
 - p. Soluble-salts ppm.
 - q. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
 - r. Other deleterious materials, including their characteristics and content of each.
- F. Recommendations: Based on the test results, provide recommendations for soil treatments, amendments, and conditioners to be incorporated to produce a soil suitable for healthy viable plant growth for the species indicated in the Contract Documents. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
1. Fertilizers and Soil Amendment Rates: State recommendations in weight per one thousand (1,000) sq. ft. for six inch (6") depth of soil.
 2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per one thousand (1,000) sq. ft. for six inch (6") depth of soil.
6. DELIVERY, STORAGE, AND HANDLING
- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with State and Federal laws if applicable.
 - B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Do not move or handle materials when they are wet or frozen.
 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.
- C. Notify Project Manager of delivery schedule in advance so material can be inspected upon arrival at the project site. Immediately remove unacceptable material from the project site.
- D. Take adequate measures to control offensive odors caused by delivery stockpiling and spreading of soil amendments.
1. Stockpile material on site at a location approved by Owner Representative.
 2. Avoid stockpiling soil amendments for more than seven (7) consecutive days prior to spreading.
 3. Incorporate materials into the ground as soon as possible.
 4. Take appropriate measures to protect stormwater runoff.
7. PROJECT/SITE CONDITIONS
- A. General: Do not perform work when climate and existing site conditions will not provide satisfactory results.
- B. Vehicular site access shall be limited to the area(s) indicated on the Contract Drawings or as defined by the Project Manager.
- C. Damage to turf, natural areas, pavements, irrigation systems, underground utilities, and other improvements shall be repaired by the contractor at no additional cost to the City.

2.PRODUCTS

1. MATERIALS

- A. Topsoil: Shall be as specified under Division 32 Section "Topsoil".
- B. Soil Amendments:
1. Mix topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - a. Class 1 compost at a rate of six (6) cubic yards per one thousand (1,000) square feet.
 - b. Based on the soil analysis results and recommendations: Nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy viable plants.
 2. Amendments for soil preparation shall be organic material Class I Compost. The organic material shall have acidity in the range of pH 6 to 8.5, shall not exceed 3.5 mmhos/cm. soluble salt content, and shall have a minimum 20% organic content.
 3. Sand, gypsum, aspen humus or peat moss are unacceptable materials.
 4. The mixture shall consist of aged organic matter, free of weed or other noxious plant seeds, lumps, stones, or other foreign contaminants harmful to plant life, and having the following characteristics based on a nutrient test performed no longer than 3 months prior to its incorporation into the project:
 - a. Organic matter: twenty-five (25%) percent maximum.
 - b. Salt content: Five (5.0) mmhos/cm maximum.
 - c. pH: 7.5, maximum.

- d. Carbon to nitrogen ratio shall be less than 20:1.
- 5. Mountain peat, aspen humus, gypsum and sand will not be accepted.

2. FERTILIZER

- A. General: Fertilizer shall conform to applicable State fertilizer laws. It shall be uniform in composition, dry, and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer that has become caked or damaged will not be accepted.
- B. Turf Grass Lawns: Diamonium phosphate (18-46-0). Nitrogen shall be composed of sulphur-coated Urea only. Provide in sufficient quantity to apply at the rate of one hundred (100) pounds nitrogen per acre, unless otherwise indicated by the soils tests.
- C. Native Grass Areas: Fertilizer shall only be applied as specified in Soil Conditioners.

3. HERBICIDE

- A. Post-Emergent Herbicide: "Plateau" by BASF, or approved equal.

3.EXECUTION

1. EXAMINATION

- A. General: Verify that existing site conditions are as specified and indicated on the Contract Drawings before beginning work under this Section.
- B. Grades: Inspect to verify rough grading is within +/- one tenth of one foot (0.1') of grades indicated and specified.
- C. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within the work area.
- D. Unsatisfactory Conditions: The General Contractor shall notify the Project Manager in writing of any known unsatisfactory site conditions. If the soil is found to be unfit to support planting as described above, it is to be removed and replaced with clean soil from a source approved by the Project Manager.
- E. Beginning of soil preparation work means acceptance of existing conditions by the installer.

2. PREPARATION

- A. Locate all utilities (sewer, water, irrigation, gas, electric, phone, and other conduits and subsurface equipment) prior to commencing work.
- B. Contractor shall be responsible for the protection of all new and existing infrastructure, and repair of any damages caused by work under this section, at no cost to the Owner.

- C. Weed Seed Eradication: Perform herbicide treatment over the entire area to be planted. Allow sufficient time to successfully complete the entire pesticide treatment process (germinate / terminate) before proceeding with planting.
 - 1. Herbicide treatment must be completed during the growing season.
 - 2. Water surface one half (1/2") inch per week for two weeks prior to application if natural precipitation does not supply this amount to encourage weed seed germination.
 - 3. Notify Project Manager forty-eight (48) hours in advance of each herbicide treatment.
 - 4. Apply herbicide in accordance with manufacturer's recommendations.
 - 5. Water surface one half (1/2") inch per week if natural precipitation does not supply this amount to encourage weed seed germination.
 - 6. Fourteen (14) days after the first pesticide application, review surface for evidence of plant growth.
 - 7. If there is no evidence of plant growth, obtain Project Manager approval of surface conditions to proceed with Soil Preparation.
 - 8. If more than 10% of the area to be planted contains new plant growth, the herbicide and watering application shall be repeated until new plant growth is satisfactorily eradicated.
 - 9. Remove plant debris from treated area.
 - D. Areas of Compacted Topsoil: Areas within the work limits, or as defined on Contract Drawings or by the Project Manager, that have vegetation that is sparse, stunted, anemic, weedy or was used as construction staging, a parking area, and/or subjected to heavy use will require ripping to prepare the soil for planting. Scarify compacted soil to an eight-inch (8") minimum depth to loosen topsoil.
 - E. Areas of Disturbed Topsoil: Areas disturbed but not severely compacted, as determined by the Project Manager, shall be deep tine aerated or shattered to prepare the soil for revegetation.
 - F. Areas of Undisturbed Natural Topsoil: Undisturbed sites that are or were supporting healthy plant growth need only surface seedbed preparation prior to sowing seed.
3. INSTALLATION
- A. Install topsoil as required in Division 31 section "Earthwork" and Division 32 Section "Topsoil".
 - B. Timing: Perform soil preparation just prior to planting operations and in accordance with final planting schedule. Coordinate with irrigation system installation to avoid damage.
 - C. Amendments shall be thoroughly mixed evenly throughout topsoil. Place topsoil in center of planting beds to create an eight (8) inch crown. Thoroughly mix to a minimum depth of six inches (6") of existing topsoil and smooth out grade to provide positive drainage.
 - D. Soil Preparation in Turf Grass (Newly graded subgrades):
 - 1. Apply Soil Amendments at the following rates:
 - a. Soil Amendments: for turf areas amendments shall be added prior to soil placement on site and bid quantity shall be two (2) cubic yards per one thousand (1,000) square feet. For planting areas soil shall be amended in

place and bid quantity to be six (6) cubic yards per one thousand (1,000) square feet, or per soil test recommendations.

- b. Fertilizer: Diamonium phosphate, Bid quantity to be two (2) pounds of nitrogen per one thousand (1,000) square feet. Apply per manufacture's recommendations for the type of planting area, or per soil test recommendations.
2. Remove stones larger than $\frac{3}{4}$ inch in any dimension.
3. Legally dispose of waste material off owner's property.
4. After applying Soil Amendments, thoroughly till area to depth of six inches (6") minimum by plowing, rototilling, harrowing, or disking until soil is well pulverized and thoroughly mixed. Soil Conditioners and Fertilizer shall be applied topically once final grade has been established and just prior to sodding or seeding.
5. Take soil samples, in similar locations to pre-construction testing, and test amended soil to ensure the final product meets the laboratory recommendations prior to planting.

E. Soil Preparation in Unchanged Subgrades:

1. Remove existing vegetation to a depth of 2". Do not mix into surface soil.
2. Stay outside of drip line around existing trees.
3. Apply soil amendments and till existing soil to a minimum depth of 6".
4. Add approved topsoil to achieve 8" crown from the center of bed sloping to grade 4" below curb.
5. Apply additional soil amendments as needed and mix thoroughly into top 6" of soil.
6. Remove stones larger than $\frac{3}{4}$ inch in any dimension.
7. Legally dispose of waste material off owner's property.

F. Fine Grading in all Landscape Areas:

1. Complete fine grading for all areas prior to seeding or planting. Allow for natural settlement.
2. For ground surface areas surrounding buildings to be landscaped, maintain required positive drainage away from buildings.
3. Establish finish grades to within plus or minus one tenth (0.10') foot of grades indicated, in order to prevent "bird-baths" or ponding.
4. Finish grade shall be below edge of pavement prior to sodding, seeding or planting.
 - a. Sodded Areas: Allow one half inches ($\frac{1}{2}$ ") for sod.
 - b. Seeding Areas: Finish grade to top of adjacent pavement.
 - c. Planting Beds: Allow four inches (4") for mulch.
5. Compaction of Surface Grade Prior to Landscape Installation: Firm, but not hard, eighty five percent (85%) standard Proctor density within two percent (2%) optimum moisture.
6. Turfgrass Lawn Areas: Prior to acceptance of grades, hand rake to smooth, even surface, free of debris, clods, rocks and organic matter greater than one inch (1").
7. Native Seed Areas: Area shall not be graded smooth but left in a rough condition after tilling. Tilling shall occur parallel to the contours only.
8. Restore planting areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

4. CLEANING

- A. Protect areas adjacent to soil preparation and planting areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

- B. Remove debris and excess materials from site and legally dispose of them off owner's property. Clean out drainage inlet structures. Clean paved and finished surfaces soiled as a result of work.

5. PROTECTION

- A. Provide and install barriers as required and as directed by Project Manager to protect completed areas against damage from pedestrian and vehicular traffic until acceptance by the City.
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- C. If prepared soil or subgrade is disturbed or contaminated prior to planting, the Contractor shall restore or replace the planting soil as directed by Project Manager at no cost to the Owner.

6. ACCEPTANCE

- A. Maintenance Period: Shall begin immediately after site preparation of each area and shall continue in accordance with the following requirements:
 - 1. Protect prepared areas from erosion and traffic; repair and re-establish grades and reapply soil amendments in settled, eroded and disturbed areas to specified tolerances and requirements until final acceptance.
- B. Final Acceptance: Notify the Owner Representative for review and acceptance of soil preparation and fine grading prior to seeding or sodding.

7. GUARANTEE

- A. Upon completion of soil preparation work, the Contractor shall guaranty that no rock, concrete, construction materials or other rubble lie within the prepared areas, whether on the surface or below grade.
- B. Contractor shall also guaranty against settlement of one full year after initial acceptance. Any corrections required to meet this specification, including repair/replacement of seed or sod shall be at the contractors' expense.

END OF SECTION

329120 - TOPSOIL

1. GENERAL

1. RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2. SUMMARY

- A. This Section includes requirements for furnishing, stockpiling, and placing topsoil on a previously prepared subgrade.
- B. Related Sections:
 - 1. Section 329100 "Earthwork"
 - 2. Section 329113 "Soil Preparation".
 - 3. Section 329300 "Trees, Plants, and Groundcovers".

3. DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. On-site Topsoil: Soil that is present at the top layer of the existing soil profile at the project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.
- D. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- F. Planting Area: Areas to be planted.
- G. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- H. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- I. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

- J. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

4. QUALITY CONTROL

A. Existing On-Site Topsoil:

1. Existing, native surface topsoil formed under natural conditions with the duff layer retained during the excavation process. It should not be mixed with subsoil or subgrade soils and should be stockpiled on-site. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
2. Topsoil shall not include any minerals or elements detrimental to plant growth, including noxious, perennial, biennial or annual weeds. No rocks, sticks, or clods greater than $\frac{3}{4}$ " diameter will be accepted. No plastic, metal or other trash will be accepted.
3. Submit soil analysis report for stockpiled on-site topsoil from the State University Agricultural Extension Service or other approved soil testing laboratory. Report shall cover soil textural classification (percentages of sand, silt, and clay), pH, percentage organic matter, and soluble salts (electric conductivity in millimos/centimeter), and shall include additive recommendations.
4. A minimum of three (3) representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes, with individual tests completed for each sample.
5. A map of the site illustrating the locations of each sample location is to be submitted to Project Manager for approval prior to collecting samples.
6. Follow instructions from soil testing laboratory when collecting samples.
7. Testing will be at the expense of the Contractor.

B. Imported Topsoil:

1. Submit source location for topsoil to be imported to site for approval by Project Manager.
2. Submit soil analysis report for topsoil imported to site, from the State University Agricultural Extension Service or other approved soil testing laboratory. Report shall cover soil textural classification (percentages of sand, silt, and clay), pH, percentage organic matter, and soluble salts (electric conductivity in millimos/centimeter), and shall include additive recommendations.
 - a. One 1-quart sample per five hundred (500) cubic yards of imported soil is required, with individual tests completed for each sample.
 - b. Follow instructions from soil testing laboratory when collecting samples.
3. Testing will be at the expense of the Contractor.
4. Submit a one (1) quart sample along with analysis results.

C. Manufactured Topsoil:

1. Submit source of manufactured topsoil to be imported to site for approval by Project Manager.
2. Submit soil analysis report for stockpiled on-site topsoil from the State University Agricultural Extension Service or other approved soil testing laboratory. Report shall cover soil textural classification (percentages of sand, silt, and clay), pH, percentage organic matter, and soluble salts (electric conductivity in millimos/centimeter).
 - a. Test is to be completed within sixty (60) days preceding delivery to site. Report shall cover soil textural classification (percentages of sand, silt, and

clay), pH, percentage organic matter, and soluble salts (electric conductivity in millimos/centimeter).

- b. Submit a one (1) quart sample along with analysis results.

5. DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver or place topsoil in a frozen, wet, or muddy condition.
- B. Protect stored and placed topsoil from vehicular traffic, equipment storage, material storage, or from contaminants or pollution sources. Topsoil that is compacted or tainted during construction is to be removed from site and disposed of at a licensed landfill at no additional cost to the Town.

2.PRODUCTS

1. ON-SITE TOPSOIL

- A. Topsoil previously stripped and stockpiled prior to earthwork operations. See Division 31 Section "Earthwork".

2. IMPORTED TOPSOIL

- A. All topsoil shall be a loam or sandy loam conforming to ASTM D 5268. At least ten (10) days prior to topsoil delivery, notify Project Manager of the source(s) from which topsoil is to be furnished. Topsoil shall be furnished by the Contractor and shall be a natural, friable soil representative of productive soils and shall meet the following conditions.
- B. It shall be obtained from the top six-inches (6") of well drained areas.
- C. Fertile, friable, loamy soil, reasonably free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one-inch (1"), coarse sand, noxious seeds, sticks, brush, litter, and other deleterious substances; suitable for the germination of seeds and the support of vegetative growth. The pH value shall be between 6.0 and 8.0.
- D. Soil Texture:
 - 1. Sand: thirty percent (30%) – fifty percent (50%)
 - 2. Silt: thirty percent (30%) – fifty percent (50%)
 - 3. Clay: five percent (5%) – thirty percent (30%)
- E. Additives: As determined by soil fertility tests.
- F. Percent Organic Content:
 - 1. Turf grass shall be three percent (3%) maximum after amending or conditioning.
 - 2. Native grass shall be one percent (1%) maximum after amending or conditioning.
- G. Soluble Salts: Electric conductivity (EC) shall be less than two (2.0) mmhos/cm for turfgrass areas, dryland areas, and planting beds.

3.EXECUTION

1. EXAMINATION

- A. Examine areas where the Work of this Section will be performed for compliance with requirements and conditions affecting installation and performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within the work area.
 - 2. Verify that final grades are completed in accordance with the Contract Drawings.
- B. Proceed with installation only after unsatisfactory conditions have been corrected and approved by Project Manager.

2. PLACING TOPSOIL

- A. Scarify compacted subgrade to a six-inch (6") depth to bond topsoil to subsoil. Place topsoil to a minimum depth of twelve-inches (12") after settlement. Topsoil shall be free from weeds, sod, and material larger than 1-inch (1"), toxic substances, litter or other deleterious material. Spread evenly and grade to elevations and slopes shown on Contract Drawings. Hand rake areas inaccessible to machine grading.
- B. Utilize salvaged topsoil as the top layer to the extent available. If sufficient on-site material is not available, the Contractor shall furnish and install imported topsoil in the manner described above. Topsoil shall mixed thoroughly with the salvaged topsoil prior to placement.
- C. Utilize manufactured topsoil as the top layer, placing over lightly scarified, moisture conditioned subgrade for north and south turf lawn area to match adjacent grade. Do not disturb subgrade layer when placing.

3. PROTECTION AND REPAIR

- A. Protect completed areas where topsoil has been spread from traffic which will compact the soil volume. Any areas that, as determined by Project Manager, become compacted due to Contractor's construction traffic shall be reconstructed to specified requirements and approved by Project Manager.

END OF SECTION

329223 - SODDING

1. GENERAL

1. RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2. SUMMARY

- A. This Section includes requirements for furnishing and installation of fescue blend sod, and maintenance of sodded areas.
- B. Related Sections:
 - 1. Division 32 Section "Soil Preparation".
 - 2. Division 32 Section "Topsoil".
 - 3. Division 32 Section "Trees, Plants, and Groundcovers".

3. DEFINITIONS

- A. Finished Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, pesticides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, herbicide, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- F. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- G. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.
- H. Weeds: Including but not limited to Goathead, Bindweed, Twitch, Dandelion, Jimsonweed, Knapweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Weed, Bent Grass, Wild Garlic, Perennial Sorrel, and Broom Grass.

4. SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Sod Certificates:
 - 1. State, Federal and other inspection certificates for sod shall be provided to the Project Manager a minimum of 10 working days prior to anticipated date of sod delivery.
 - 2. Submit a list of varieties contained in the sod, and include the source and origin for approval by the Project Manager.
- C. Analysis and standards: Wherever applicable, for non-packaged materials, provide two copies of analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists.
- D. Planting schedule: Submit in writing two copies of proposed planting schedule, indicating dates for topsoil placing, site preparation, pesticide treatments, soil preparation, sodding, seeding, and coordination with plant procurement, planting soil preparation, plant delivery and planting. Schedule all Work during specified planting seasons. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
- E. Contract Closeout Submittals:
 - 1. Operating and Maintenance Data: At completion of work, submit one digital copy and two hard copies to the Project Manager. Include directions for irrigation, aeration, mowing, fertilizing and spraying as required for continued and proper maintenance through full growing season and dormant period.
 - 2. Warranty for Turfgrass Sod Areas: At completion of work, furnish written warranty to Project Manager based upon specified requirements.

5. QUALITY CONTROL

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in turf installation.
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Sod Producer: Company specializing in sod production and harvesting with minimum five (5) years' experience, and certified by the State of Georgia Department of Agriculture.
 - 5. Personnel Certifications: Installers shall have certification the following categories from the Professional Landcare Network:
 - a. Certified Landscape Technician - Exterior, with installation maintenance irrigation specialty area(s), designated CLT-Exterior.
 - 6. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
 - 7. Pesticide Applicator: State licensed, commercial.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and

capability to conduct the testing indicated and that specializes in types of tests to be performed.

- C. Soil Analysis: See Division 32 Section "Soil Preparation".
 - D. Preinstallation Conference: Conduct conference at Project site to coordinate the process with other trades, to coordinate equipment movement within planting areas and to avoid soil compaction, to review proposed methods of installation, performance criteria, and maintenance procedures. Review underground utility location maps and plans. This meeting shall be coordinated by the Contractor, and comply with requirements in Division 1.
 - E. Standards: All materials and methods used during this portion of the work shall meet or exceed applicable federal, state, county, and local laws and regulations. All sod shall be free from insects and disease. Species shall be true to their scientific name as specified.
 - F. Materials: The Contractor shall submit to the Project Manager for approval a complete list of all materials to be used during this portion of the work prior to delivery of any materials to the site. Include complete data on source, amount and quality. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the Project Manager.
 - G. Source Quality Control:
 - 1. Sod Materials: Subject to inspection and acceptance. The Project Manager reserves the right to reject at any time or place prior to acceptance, any work and sod which in the Project Manager's opinion fails to meet these specification requirements.
 - 2. Inspection will be made periodically during sodding, at completion and at end of warranty period by the Project Manager. Primarily for quality; however, other requirements are not waived even though visual inspection results in acceptance.
 - 3. Promptly remove rejected sod from site.
 - H. Sod Standards:
 - 1. Sod shall consist of healthy, thick turf having undergone a program of regular fertilization, mowing and weed control; free of weeds; uniform in green color, leaf texture and density; healthy, vigorous root system; inspected and found free of disease, nematodes, pests and pest larvae by the State Department of Agriculture.
 - 2. Each piece of Sod shall consist of a sandy-loam soil base that will not break, crumble or tear during sod installation.
 - 3. Sod thickness shall be a minimum three quarters inch (3/4") thick, excluding top growth and thatch.
 - 4. Thatch layer shall not exceed one half inch (1/2"), uncompressed.
 - 5. Sod shall be delivered and installed within twenty four (24) hours of being cut.
6. DELIVERY, STORAGE, AND HANDLING
- A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver on pallets properly loaded on vehicles with root system protected from exposure to sun, wind, and heat in accordance with standard practice. Sod that has

been damaged by poor handling or improper storage is subject to rejection by the Project Manager.

1. Protect from dehydration, contamination, freezing and heating at all times. Keep stored sod moist and under shade or covered with moistened burlap.
2. Do not drop sod rolls from carts, trucks or pallets.
3. Do not deliver more sod than can be installed within twenty four (24) hours.

B. Fertilizer: Deliver inorganic or chemical fertilizer to site in original unopened container bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, warranty and conformance to state law.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.
4. Fertilizer: Deliver inorganic or chemical fertilizer to site in original unopened container bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark and conformance to state law, and bearing name and warranty of producer.

D. Material will be inspected upon arrival at project site. Project Manager will reject any opened or unacceptable materials as described above.

E. Immediately remove unacceptable material from job site.

7. PROJECT/SITE CONDITIONS

A. Work scheduling: Proceed with and complete landscape work as rapidly as portions of the site become available, working within the specified planting season and approved schedule.

B. Vehicular accessibility on site shall be as directed by Project Manager. Repair damage to prepared topsoil and existing surfaces, caused by vehicular access and movement during work under this section, to original condition at no additional cost to the District.

C. Schedule work for periods of favorable weather. Do not install sod on saturated or frozen soil. The Project Manager reserves the right to deny sod installation on days that are deemed to be unfavorable for installation.

D. Existing conditions:

1. Existing Plants: Install sod only after all other landscape and irrigation items have been installed and accepted by the Project Manager.
2. Utilities: Determine location of underground utilities. Perform work in a manner to avoid possible damage. Hand excavate, as required.
3. Excavation: Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, noxious materials or obstructions, notify Project Manager before planting.
4. If weeds are present on site, treat with pesticide prior to preparing soil for installing sod as specified in this or other Sections.

- E. Coordination:
 - 1. Coordinate with construction of utilities on site. Do not begin placing topsoil and sod until underground work is completed in the area.
 - 2. Coordinate sodding with Contractor(s) approved schedule. Limit construction access to areas where topsoil has been placed if placement is completed more than 3 days prior to commencement of landscaping in the area. Limit fine grading to areas that can be prepared for planting within twenty four (24) hours after fine grading.
 - 3. Coordinate with Contractors' work requiring access to site over sodded areas.
 - 4. Coordinate with installation of underground irrigation system.

8. WARRANTY

- A. Warrant sod areas to be in a healthy, vigorous growing condition, and for consistency and completion of coverage for a period of one (1) year from date of Substantial Completion as a full stand of grass. Re-sod any areas where sod has failed due to disease or other inadequate installation, as defined in this Section.
 - 1. During the original warranty period, immediately replace the sod with a comparable sod blend/mix in the areas that have failed to achieve a stand of grass or which are unhealthy in the Project Manager's opinion.
 - 2. Re-sodding will not be allowed in any season considerable unfavorable for sod installation by the Project Manager.

2.PRODUCTS

1. MATERIALS

- A. Topsoil: See Division 32 Section "Topsoil".
- B. Soil Preparation: See Division 32 Section "Soil Preparation".
- C. Sod:
 - 1. Georgia grown TifBlair centipede sod having a healthy, vigorous root system.
 - 2. Middle Georgia Super-sod Farm, Outlet, & Irrigation Demonstration Gardens 158 Sod Farm Rd. Ft. Valley, GA 31030 or approved equal.
 - 3. Sod to be produced in accordance with requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding."
 - 4. Harvesting: Sod shall be fertilized 2–3 weeks prior to harvesting. Mow sod to a height of one and one-half inches (1-1/2") before the sod is lifted. Sod shall be harvested in rolls, and shall not be cut more than 24 hours prior to planting.
 - 5. Size: Machine cut to a minimum pad thickness of three quarters inch (3/4), excluding top growth and thatch. Provide sod of uniform pad sizes eighteen inches (18") maximum width by twenty four (24") minimum length, with maximum five percent (5%) deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically from upper ten percent (10%) of pad will be rejected. Sod which has dried out, sod with adhering soil which breaks, tears, or crumbles away will not be accepted. Sod cut for more than twenty-four (24) hours will not be accepted.
 - 6. Plastic netting: Sod to be free of plastic netting used during establishment by sod grower.

- D. Fertilizer: As recommended by UGA extension office for turf grass and by testing lab based on soil sample results. Fertilizer recommendations vary based on season and temperature.

2. PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by the District Project Manager and authorities having jurisdiction.
 - 1. Pre-Emergent Herbicide (Selective and Non-Selective): Use only with approval by Project Manager. Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
 - 2. Post-Emergent Herbicide: Glyphosate or 2,4-D, or approved equal

3.EXECUTION

1. EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that finish grades are consistent with the slopes and grades indicated on the Contract Drawings.
 - 2. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 3. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 4. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 5. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected and approved by the Project Manager.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Project Manager and replace with new planting soil.
- D. Beginning of installation means acceptance of existing conditions by the Contractor.

2. PREPARATION

- A. Work notification: Notify the Project Manager at least seven (7) working days prior to start of sodding operations.
- B. Limit turf subgrade preparation to areas that can be sodded within twenty four (24) hours.

- C. Newly Graded Subgrades: Prepare soil as required by Division 32 Section "Soil Preparation".
 - D. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
 - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 - 2. Loosen surface soil to a depth of at least 8 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top six inches (6") of soil. Till soil to a homogeneous mixture of fine texture.
 - 3. Remove stones larger than one-half ($\frac{1}{2}$ ") inch in any dimension and sticks, roots, trash, and other extraneous matter.
 - 4. Legally dispose of waste material, including grass, vegetation, and turf, off City and District property.
 - E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
 - F. Verify that all areas are graded to drain at a minimum of two percent (2%) or as indicated on the Contract Drawings. Verify that subsurface drainage system and drain inlets if any, are operative.
 - G. Verify that irrigation system is operable and provides adequate coverage prior to planting.
 - H. Adjustment: Adjust irrigation heads to proper watering height according to depth of sod material but lower than compacted blade height to enable lawn mowers to cut grass freely without damage to the sprinkler system.
 - I. When completed, the soil shall be firmed by float dragging, followed by steel raking, to provide for the proper sodded subgrade. The sod bed shall be totally free from rock or clay clods over one-half inch ($\frac{1}{2}$ ") inch in diameter.
 - J. Repair: Re-establish grade and specified conditions to damaged sod areas prior to placing sod.
3. INSTALLATION
- A. Sodding:
 - 1. Sod within twenty-four (24) hours after preparation of bed.
 - 2. If plastic netting is present within sod, remove all netting during sod installation and discard from site.
 - 3. Subgrade on which sod is laid shall be slightly moist during installation.
 - 4. Lay sod with longest dimension parallel to contours and in continuous rows.
 - 5. Tightly butt ends and sides of sod together. Stagger and compact vertical joints between sod strips.
 - 6. Sod shall not be overlapped or stretched during placement. Exposed joints due to shrinkage will require replacement of sod in affected areas.
 - B. Topsoil: Where new sod abuts an existing turf area topsoil shall be placed along seams and or joints to provide a smooth transition.
 - C. Rolling: Sod shall be rolled after installation to ensure proper contact with the subgrade, and to ensure tight joints between adjacent pieces. Sod shall be moist prior

to rolling. Once rolling is complete additional watering shall occur. Roller shall weigh one-hundred (100) pounds.

- D. Drainage: Contractor shall ensure that finished areas are graded so that positive drainage of storm and irrigation water is achieved.
- E. Water: Contractor to utilize the existing irrigation system and or quick coupler(s) when available. If irrigation or quick coupler(s) are not available then the contractor is responsible for watering. Water shall be free of substances that may be harmful to sod growth. Hoses and other watering equipment necessary to water the sod to be furnished by Contractor.
 - 1. Water thoroughly with a fine spray as laying progresses and immediately after planting. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (1-1/2 ") below sod.
- F. After sod and soil have dried, roll sodded areas to ensure a good bond between sod and soil and to remove minor depressions and irregularities. Roller shall not exceed one hundred (100) pounds.

4. CLEANING

- A. Perform cleaning during installation of the Work and upon completion of the Work to the satisfaction of the Project Manager. Remove all excess materials, debris, and equipment from site. Repair any damage resulting from sodding operations.

5. PROTECTION

- A. Protect existing utilities, paving and other facilities from damage caused by sodding operations, the Contractor shall repair any damage at no additional cost to the District.
- B. Restrict vehicular and pedestrian traffic from sodded areas until grass is established. Erect signs and barriers as required or directed by the Project Manager at no additional cost to the District.
- C. Locate, protect and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations shall be replaced or repaired to current City and County of Broomfield or District irrigation standards at the Contractor's expense.
- D. Erosion Control: Take measures and furnish equipment and labor necessary to control and prevent soil erosion, blowing soil and accumulation of wind-deposited materials on the site throughout the duration of work.

6. MAINTENANCE

- A. General: The maintenance period shall begin immediately after each area is sodded and continue for one (1) year or as determined by the Project Manager. During this time, the Contractor is responsible for watering, mowing, spraying, weeding, fertilizing and all related work as necessary to ensure that sodded areas are in a vigorous growing condition. Provide all supervision, labor, material and equipment to develop and maintain sodded areas from time of installation.

- B. Mowing and Trimming: When turfgrasses reach three and one-half inches (3-1/2") in height, begin weekly mowing program to maintain turf at two and one-half inches (2-1/2") to three inches (3") in height. Do not remove more than 1/3 the height of the grass blade in single mowing. Do not mow when grass is wet. All clippings from adjacent paved areas shall be removed and clippings from mowed turf areas shall be removed to the satisfaction of Project Manager.
- C. Fertilizing: Within thirty (30) days of sodding and every sixty (60) days thereafter until Acceptance, apply specified fertilizer to maintain optimal turf vigor or per the direction of the Project Manager.
- D. Weed Control: Control annual weeds by mowing. Do not use herbicides unless approved by the Project Manager.
- E. Insect and Disease Control: As needed, apply insecticide and fungicide approved by the District Project Manager.

7. ACCEPTANCE

- A. Substantial Completion of sod areas will not be given until the Project Manager is satisfied with establishment and a full stand of grass, in a vigorous growing condition, and thoroughly rooted to the soil and absence of visible joints. The sodded areas shall be accepted on the basis of having a healthy, uniform stand of turf over the entire sodded area.
 - 1. Sixty (60) days after sodding, the sodded areas shall be reviewed by the Project Manager and the Contractor. Any areas as determined by the Project Manager where the sod has failed to establish shall be re-sodded.
- B. Final Acceptance will be defined as a healthy uniform turf that does not contain any stressed or bare spots greater than one (1) square foot.

END OF SECTION

329300 - TREES, SHRUBS, AND GROUNDCOVERS

1.GENERAL

1. SUMMARY

A. RELATED DOCUMENTS

1. The General Contract Conditions, Drawings and other Division 1 Specification Sections apply to Work of this Section.

B. DESCRIPTION

1. The work of this section consists of providing, installing, and maintaining live woody plant material.

C. RELATED SECTIONS:

1. Division 31: Soil Preparation
2. Division 32: Topsoil
3. Division 32: Sodding

2. SUBMITTALS

- A. Delivery tickets for all bulk materials with Owner's Representative's approval or acknowledgment that materials were received in satisfactory condition.

- B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.

1. Manufacturer's certified analysis for standard products, where applicable.
2. Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

- C. Samples: 1 cubic foot of mulch for each mulch type required for the project, in labeled plastic bags, boxes, or buckets.

- D. Contractor to provide representative photographs, or physical samples of all trees over 1" caliper to Landscape Architect for approval. Photographs must have a person or measuring stick to establish relative size. When approved, photographed or tagged will be maintained as representative samples for final installed plant materials.

- E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of Landscape Architects and Owners, and other information specified.

- F. Material test reports from qualified independent testing agency, indicating and interpreting test results relative to compliance of the following materials with requirements indicated.

- G. Analysis of existing surface soil for plant growth.
- H. Planting schedule indicating anticipated dates and locations for each type of planting.
- I. Three (3) sets of maintenance instructions recommending procedures to be established by the Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance period.
- J. Three (3) copies of a written warranty stating all items included in the warranty, conditions of the warranty, and beginning and ending of warranty period(s).

3. QUALITY ASSURANCE

- A. **Installer Qualifications:** Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
- B. **Installer's Field Supervision:** Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.
- C. **Testing Agency Qualifications:** To qualify for acceptance, an independent testing agency must demonstrate to Owner's Representative's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.
- D. Provide quality, size, genus, species, and variety of trees indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock", and all applicable state and local rules and regulations.
- E. **Inspection:** Owner's Representative may inspect plants either at place of growth or at site before planting, for compliance with requirements for name, variety, size, and quality.
 - 1. The Owner's Representative reserves the right to reject at any time or place prior to final acceptance all plant materials, which in the Owner's Representative's opinion fail to meet specifications. Inspection of materials is primarily for quality, size, and variety, but other requirements are not waived even though visual inspection results in approval. Plants are to be inspected where available; however, inspection at the places of supply shall not preclude the right of rejection at the site or at a later time prior to final acceptance. Rejected material shall be removed from the site within 24 hours.
 - 2. The Contractor shall schedule inspection of the plants, at either the supplier or on-site, to be completed in one visit. Any further inspection required due to plants being unavailable or rejected as not meeting specifications shall be charged to the Contractor at the current hourly rate for the Owner's personnel performing the inspection.
 - 3. The Contractor shall pay all expenses for the Owner's Representative to visit the source for plants including airfare, taxi, hotels and meals.
- F. **Soil Analysis:** The Contractor shall furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter

(silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.

1. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil.
2. Provide testing from 3 locations per direction of Owner's Representative.
3. The Contractor shall perform soil tests 30 days prior to mobilizing for landscape construction.
4. Soil testing shall be provided by Utah State University Analytical Laboratory, ("Landscaper" test with additional Sulfate test) USU Analytical Labs, 9400 Old Main Hill, Logan, UT 84322-9400, or other approved testing facility. Soil shall be tested for soluble salts and nutrient levels. Testing facility shall provide interpretation of results and recommendation for soil amendments for each type of planting.
5. Deficient nutrients shall be corrected with the addition of appropriate fertilizer and amendment materials. The Contractor shall submit a Change Order Request for all additional materials that are recommended but are not included in this Specification.

- G. Measurements: Measure trees according to ANSI Z60.1 with branches and trunks in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree for height and spread; do not measure branches or roots tip-to-tip.
- H. Pre-installation Conference: Contractor shall attend pre-installation conference at location specified by Owner's Representative.

4. DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site. The Owner's Representative reserves the right to inspect containers before or after installation to verify compliance with Specifications.
- B. Trees: Deliver nursery stocked or freshly dug trees. Do not prune before delivery, except as approved by Owner's Representative. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees in such a manner as to destroy natural shape. Provide protective covering during delivery. Plant materials delivered without protective covering may be rejected. Do not drop trees during delivery. Label at least one tree of each variety with a securely attached waterproof tag bearing a legible plant name. Remove all tags and flagging as directed by Owner's Representative.
- C. Handle balled and burlapped stock by the root ball only.
- D. Deliver trees after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of trees stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

5. PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner that will avoid damage. Hand excavate, as required. Maintain grade stakes until their removal is mutually agreed upon by parties concerned. Contractor shall be responsible for utility locating, repair of utilities damaged by Contractor, and establishment of grade controls.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner's Representative before planting.
- C. Protection: Erect and maintain barricades, warning signs and lights, and provide guards as necessary or required to protect all persons on the site.

6. COORDINATION AND SCHEDULING

1. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.
2. Plant trees after final grades have been accepted

7. WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Warrant trees and shrubs for a period of one year after date of Final Acceptance, against defects including death and unsatisfactory growth. Warranty shall not cover defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
- C. Replace planting materials that are excessively pruned, more than 20 percent dead, or in an unhealthy or declining condition immediately upon notice from the Owner's Representative.
- D. All plants shall be true to name and meet all conditions of these specifications. Any plant that is not true to name as indicated by form, leaf, flower, or fruiting characteristics shall be replaced at the Contractor's expense.

- E. Inadequate or improper maintenance by the Owner shall not be cause for replacement, provided the Contractor shall have submitted a letter or report to the Owner on improper or inadequate maintenance practices and recommended remedial actions.
 - F. The warranty shall not be enforced should any plant die due to vandalism after Final Acceptance.
8. TREE MAINTENANCE DURING CONSTRUCTION PERIOD:
- A. Maintain trees by pruning, cultivating, watering, winter watering, weeding, restoring planting saucers, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees free of insects and disease. Restore or replace damaged tree wrappings. Trees shall be maintained until Final Acceptance of the entire project.

2.PRODUCTS

1. PLANT MATERIALS

- A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, girdling, and defects such as sun scald, injuries, abrasions, and disfigurement. Trees of a larger size may be used if acceptable to Owner's Representative with a proportionate increase in size of roots and balls.
- B. Label at least 1 plant of each variety and caliper with a securely attached waterproof tag bearing legible designation of botanical and common name.
- C. All plants shall be the species designated on the Drawings. No substitutions will be accepted without the prior written approval of the Owner's Representative. Contractor must provide proof of non-availability.

2. TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
 - 1. Branching Height: 1/3 to 1/2 of tree height.
- B. Provide balled and burlapped trees. Container-grown trees will be acceptable in lieu of balled and burlapped trees subject to meeting ANSI Z60.1 limitations for container stock.
- C. All deciduous trees of one species used in formal rows or groupings shall exhibit cultural uniformity, i.e. "matched" in height, crown width and shape, height to first branch, and trunk taper. For this reason it is desired that these trees be produced by a single grower.

3. SHRUBS

- A. Provide plants well established and rooted in removable containers with not less than the minimum number and length of branches required by ANSI Z60.1 for the pot size indicated.

4. MULCH

- A. Wood Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of chipped cedar bark and/or wood material not larger than three inches (3") in length/dimension. Submit 1.0 CF sample for approval.

5. TOPSOIL

- A. Shall be soil stockpiled on site or excavated from plant pit. Refer to Section 32 91 19.13

6. WATER

- A. Water will be available from on-site quick couplers during the irrigation season (generally May through September). Contractor shall supply water when system is not charged.
- B. Water shall not contain any substances injurious to plant growth.

7. MISCELLANEOUS MATERIALS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions.
- B. Pre-Emergent Herbicide: Treflan as manufactured by Elanco Company, or an approved substitution.
- C. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4 inches (102 mm) wide minimum, with stretch factor of 33 percent.
- D. Herbicides and Pesticides: EPA registered and approved, of type recommended by manufacturer.
- E. Tree Stakes: 8' tall shaved juniper stakes 2" in diameter.
- F. PVC Pipe: ½" diameter and 3' long (approx. – field measure)
- G. Tree Ties: Grommited nylon straps, 1 ½" wide.
- H. Staking Wire: Fourteen (14) or sixteen (16) gauge or larger galvanized steel.

- I. Evergreen Tree Guying Anchor: #4 deformed steel rebar or larger or steel T-bars 30 inches long.
 - J. Deadman Type: Locust, catalpa, cedar or redwood, with minimum length of 24 in. and sufficient diameter to hold eyebolt securely. Provide each deadman with on (1) $\frac{3}{4}$ in. x 4 in. galvanized eyebolt, centered and secured on its side.
 - K. Optional Anchor Types: Screw-type galvanized steel ground anchor, or Universal ground anchors, as manufactured by Laconia Malleable Iron Company, Laconia, NH.
- 2.8 STEEL EDGER – Steel edger shall be commercial type steel edging. 3/16" x 4" height x 16' length with tapered steel stakes supplied by the manufacturer (Ryerson, or approved substitute.) Submit a 1 foot long sample to Landscape Architect for approval prior to installation.

3.EXECUTION

1. EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Cooperate with any other contractors and trades which may be working in and adjacent to the landscape work areas. Examine drawings which show the development of the entire site and become familiar with the scope of all work required.

2. FINISH AND FINE GRADING

- A. Tillable Soil: Mechanically rip or disk subsoil in all areas to be planted to minimum depth of 8 inches prior to placing top soil and soil amendments.
- B. Positive Surface Drainage: Finish and fine grade the project area to establish an even and well matched gradient over the entire surface. Provide positive surface drainage, with no depressions, settling, or irregularities in the finished grade.
- C. Transitional Areas: At any transitional point or line where one plane intersect another, such as from a sloping area or berm to a level area, a smooth and gentle transition shall be made. There shall be no abrupt changes in grade unless specifically noted otherwise. Match the grades of new work with existing areas outside the project area.
- D. Finish Grade Tolerance: The finish grade elevation shall not vary above or below the proposed grade more than 0.05 foot.

3. PREPARATION

- A. Lay out individual tree locations and areas for multiple plantings. Stake locations, outline areas, and secure Owner's Representative's acceptance before the start of planting work. Make adjustments as directed at no additional cost to the Owner.

4. WEED CONTROL

- A. In areas that have been regraded and/or have existing weed growth, weed control measures appropriate to the amount of growth and/or species shall be provided. Submit weed control plan to Owner's Representative for approval.
- B. Clear and grub, apply pre-emergent herbicide, and/or apply post emergent herbicide as necessary to eliminate weeds. Do not proceed with landscape work until weed growth has been controlled.

5. TOPSOIL PLACEMENT

- A. Place topsoil to a depth of 4" in shrub beds and planters

6. EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits

- 1. Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Roughen sides of planting pit.
 - a. Balled and Burlapped Trees: Excavate approximately 2 times as wide as ball diameter. The depth of the plant pit shall be 2 inches less than the depth of the ball in well drained soils and 4 inches less than the ball depth in poorly drained soils.
 - b. Container-Grown Trees and Shrubs: Excavate approximately 2 times as wide as container diameter. The depth of all plant pits shall be 1 inch less than depth of container.
 - c. Where drain tile is shown or required under planted areas, excavate to top of porous backfill over tile.

B. Obstructions

- 1. Notify Owner's Representative if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavation.

C. Drainage

- 1. Notify Owner's Representative if subsoil conditions show evidence of water seepage or retention in tree or shrub pits.
- 2. Fill the pit with water and allow it to completely drain before planting occurs.
- 3. If water does not drain out of pit within 24 hours, notify Owner's Representative.

7. PLANTING TREES AND SHRUBS

- A. Balled and Burlapped Stock:

1. Set balled and burlapped stock plumb and in center of pit with top of ball raised above adjacent finish grades as indicated.
2. Remove burlap from tops of balls and partially from sides, but do not remove from under balls. Remove wire baskets entirely. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked or broken before or during planting operation.
3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill. Create 48" diameter saucer around tree and fill with 3" specified mulch.

B. Container Grown Stock:

1. Carefully remove containers so as not to damage root balls.
2. Lightly scratch sides of exposed root ball to loosen surface roots.
3. Set plants plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
4. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

C. Wrap trees with trunk-wrap tape

1. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. Do not use staples. Inspect tree trunks for injury, improper pruning, and insect infestation and take corrective measures required before wrapping.
2. No tree shall be wrapped after May 21 nor before November 1.
3. All deciduous trees shall be wrapped by November 15. Remove tree wrap by May 15.
4. Contractor shall be responsible for wrapping and unwrapping trees during the warranty period.

8. PRUNING OF PLANTS

- A. Prune, thin, remove injured or dead branches, and shape plants as directed by Owner's Representative.

9. MULCHING

- A. Mulch backfilled surfaces of pits, planted areas, non-irrigated zones, and other areas indicated.

B. Pre-Emergent Herbicide

1. Apply pre-emergent herbicide to all shrub bed areas at the rate recommended by the manufacturer. Do not apply to annual, perennial, or ground cover areas.

- C. Mulch in shrub bed areas: Apply 3" (100 mm) thick layer of mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.

- D. Mulch tree rings in turf and native grass areas with 3 inch depth specified mulch. Mulch ring to be 48" diameter.

10. INSTALLATION OF MISCELLANEOUS MATERIALS

- A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.
 - 1. When deciduous trees or shrubs are moved in full-leaf, spray with antidesiccant at nursery before moving and again 2 weeks after planting.

11. CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.
- C. At the time of the final inspection of the work, clean all paved areas by sweeping and washing. Remove construction equipment, excess materials, debris or rubbish from the site.

12. DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal
 - 1. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION

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- L0.2 PROTECTION AND DEMOLITION PLAN
- L0.3 PROTECTION AND DEMOLITION PLAN

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LANDSCAPE
ARCHITECT

ARCHITECT

CIVIL ENGINEER

STRUCTURAL
ENGINEER

SURVEYOR

ELECTRICAL
ENGINEER



986 COLE STREET
MACON, GA 31201
478.747.0250



609 CHERRY ST,
SUITE A
MACON, GA 31201
478.742.1208



CUNNINGHAM
AND COMPANY
ENGINEERS
4915 RIVOLI DR,
APT A
MACON, GA 31204
478.808.9005



PI-TECH, INC.
115 FOREST HILL
RD. MACON GA,
31210
478.743.5600



524 S. HOUSTON
LAKE RD. SUITE
F100
WARNER ROBINS,
GA 31088
478.971.3382



175 NEW STREET,
SUITE 1
MACON, GA 31201
478.781.1833

LINEAR PARK

ISSUED FOR BID

NOVEMBER 6, 2024



VICINITY MAP

Location: Macon, Georgia

BUILDING CODE ANALYSIS :		PROJECT NARRATIVE:
APPLICABLE CODES	BUILDING DATA	This project involves renovation of an existing public park located at 1494 Second Avenue, Macon. The general scope consists of Civil and Landscaping upgrades to the park and the construction of three (3) new pavilions for the use of Macon-Bibb Parks & Beautification. BTBB, inc. has not been hired to perform any construction administration services for this project. The project will be publicly bid by Macon-Bibb Procurement at a date to be determined.
2018 International Building Code with Georgia Amendments 2018 International Fire Code as adopted and amended by the Rules and Regulations of the Safety Fire Code Commissioner Chapter 120-3-3-.04(3) 2018 Life Safety Code as adopted and amended by the Rules and Regulations of the Safety Fire Code Commissioner Chapter 120-3-3-.04(72) 2018 International Plumbing Code with Georgia Amendments 2020 National Electrical Code 2015 International Energy Conservation Code with Georgia Amendments 2010 Americans with Disabilities Act Standards for Accessible Design as adopted and amended by the Rules and Regulations of the Safety Fire Commissioner Chapter 120-3-20-.02(2)(b) Rules and Regulations of the Safety Fire Commissioner Chapter 120-3-3	CONSTRUCTION TYPE: II-B NON-SPRINKLERED	
	USE CLASSIFICATION(S): ASSEMBLY	
	OCCUPANCY TYPE: A-5 (IBC 2018)	
	DESIGN OCCUPANT LOAD: PAVILION = 1,760 SF / 7 = 251.43 People TOTAL = 252 People	
	CHANGE OF USE: NO	
	AUTO SPRINKLER SYSTEM: NO	
	FIRE ALARM SYSTEM: NO	
	DEFERRED SUBMITTALS (Separate permit): NOT APPLICABLE	

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GENERAL NOTES 1. CONTRACTOR SHALL FIELD VERIFY ALL ITEMS REQUIRING REMOVAL AND PROTECTION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. 2. CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE REMOVED OR RELOCATED WITH OWNER'S REPRESENTATIVE PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL MARK/FLAG INDIVIDUAL TREES TO BE REMOVED AND TO REMAIN FOR THE APPROVAL OF OWNER'S REPRESENTATIVE. 3. PRIOR TO COMMENCING DEMOLITION OPERATIONS, CONTRACTOR SHALL CONTACT ALL UTILITY LOCATOR SERVICES AND CONFIRM ALL SERVICE LINES AND UTILITY LOCATIONS WITHIN THE LIMITS OF WORK. 4. CONTRACTOR SHALL THOROUGHLY REMOVE AND DISPOSE OF ALL PLANT MATERIALS, INCLUDING ROOTS, WITHIN AREAS SHOWN FOR DEMOLITION. 5. THE CONTRACTOR SHALL BE AWARE THAT UNDERGROUND IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN IN THE CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, FOUNDATIONS, DEBRIS, ELECTRIC AND COMMUNICATION CONDUITS, PIPES, AND STORM DRAIN AND SEWER CONNECTIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF THESE UNKNOWN IMPROVEMENTS ARE LOCATED, EXPOSED, OR DAMAGED. 6. CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION WHEN IT IS APPARENT THAT PREVIOUSLY UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR DIRECTION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL NECESSARY REVISIONS AND REPAIR COSTS THAT ARE THE RESULT OF FAILURE TO GIVE SUCH NOTIFICATION. 7. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THEMSELVES FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE TO UTILITIES. 8. CONTRACTOR IS RESPONSIBLE FOR SECURING AND PROPERLY DISPLAYING ALL GOVERNING PERMITS, ALL REQUIRED CITY/COUNTY PERMITS, AND STATE PERMITS. 9. CONTRACTOR TO INSTALL ALL HARDSCAPE IN ACCORDANCE WITH THE STATE OF GEORGIA AND THE AMERICAN DISABILITY ACTS STANDARDS. 10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF THE SUBCONTRACTORS ACCOMPLISHMENT OF SCOPE OF WORK. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH OTHER TRADES WORKING ON THE SITE SIMULTANEOUSLY. 11. CONTRACTOR SHALL PROVIDE MOCKUPS AND SHOP DRAWINGS FOR APPROVAL PER SPECIFICATIONS PRIOR TO CONSTRUCTION. ALL IMPROVEMENTS SHALL BE CONSTRUCTED TO MEET THE APPROVED MOCKUP OR SHOP DRAWING.																																																																																																																																																																																																																																																																																								
DEMOLITION & PROTECTION NOTES 1. THE SURVEY FOR THE SITE WAS CONDUCTED BY SAM SURVEYING AND MAPING, LLC DATED 6/7/2024. 2. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES THAT ARE WITHIN 5' OF ALL PLANNED FOR UTILITIES AND TO POTHOLE ALL UTILITIES THAT REQUIRE UTILITY CROSSING OR COORDINATION. 3. CONTRACTOR SHALL FIELD VERIFY ALL DEMOLITION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. 4. THE CONTRACTOR IS PUT ON NOTICE THAT CONDITIONS MAY EXIST UNDERGROUND THAT ARE NOT SHOWN IN THE CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, LIGHTING, SANITARY SEWER, STORM SEWER, GAS LINES, & IRRIGATION CONDUITS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING CONSTRUCTION. 5. CONTRACTOR SHALL THOROUGHLY CLEAR, GRUB, AND DISPOSE OF EXISTING PLANT MATERIAL AREAS SHOWN FOR DEMOLITION. 6. CONTRACTOR SHALL COORDINATE SITE DEMOLITION OPERATIONS WITH ALL OTHER TRADES PERFORMING WORK ON THE PROJECT. 7. CONTRACTOR SHALL REPLACE OR REPAIR TO ORIGINAL CONDITION ALL BUILDINGS, UTILITIES, AND SITE IMPROVEMENTS THAT ARE NOT DESIGNATED FOR REMOVAL, AND THAT ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS, AT NO ADDITIONAL COST TO OWNER. 8. CONTRACTOR SHALL CAREFULLY REMOVE, SALVAGE, STOCKPILE, REUSE, AND RESET EXISTING SIGNAGE, PAVERS, SCULPTURES, MANHOLE COVERS, VALVE COVERS AND BOXES, TELEPHONE, ELECTRICAL, CABLE PEDESTALS, AND OTHER MISCELLANEOUS ITEMS AS REQUIRED AND DIRECTED BY OWNER'S REPRESENTATIVE, UNLESS OTHERWISE NOTED. STOCKPILE MATERIALS AT APPROVED LOCATION. CONTRACTOR SHALL LOCATE AND INSTALL THESE ITEMS AS THEY WERE ORIGINALLY INSTALLED EXCEPT AS OTHERWISE DIRECTED BY THE OWNER'S REPRESENTATIVE. 9. CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING ELECTRICAL SYSTEMS, CONDUIT, CONNECTIONS AND IMMEDIATELY RESTORE THEM WHEN DISRUPTED BY CONSTRUCTION, AT NO ADDITIONAL COST TO OWNER. 10. COORDINATE ADDITIONAL DEMOLITION REQUIREMENTS AS NECESSARY FOR CONSTRUCTION ACCESS AND STAGING. 11. DEMOLITION WORK ADJACENT TO EXISTING PAVEMENT SHALL BE SAWCUT TO MAINTAIN AN INTACT EDGE. DAMAGE TO THE EXISTING EDGE OF PAVEMENT WILL REQUIRE ADDITIONAL SAWCUTTING, REMOVAL AND REPLACEMENT. CONCRETE SHALL BE REMOVED AT EXISTING JOINT LOCATIONS. 12. ADJUST ALL EXISTING UTILITY MANHOLE COVERS, VALVE BOXES, FIRE HYDRANTS AND UTILITY BOXES TO FINAL GRADE. 13. CONTRACTOR SHALL PROVIDE FOR EROSION CONTROL DURING DEMOLITION. 14. THOROUGHLY CLEAN ALL AREAS AND SURFACES IMPACTED BY DEMOLITION PRIOR TO START OF NEW CONSTRUCTION. 15. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR BURIED UTILITIES. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES PRIOR TO AND DURING CONSTRUCTION.																																																																																																																																																																																																																																																																																								
LANDSCAPE NOTES 1. ALL SITE IMPROVEMENTS MUST BE FIELD SURVEYED AND STAKED BY CONTRACTOR. OWNER'S REPRESENTATIVE SHALL APPROVE STAKED LOCATION OF IMPROVEMENTS PRIOR TO INSTALLATION. 2. OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT SHALL APPROVE FINAL STAKING BY CONTRACTOR OF ALL CONCRETE FLATWORK PRIOR TO CONSTRUCTION AND ALL FORM WORK PRIOR TO POURING. 3. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. ANY DEVIATION FROM THESE PLANS MUST BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. 4. PRIOR TO EXCAVATION, UNDERGROUND UTILITIES MUST BE FIELD VERIFIED (SEE GENERAL NOTES). 5. INSTALL DOWELED JOINT CONNNECTION AND ½" EXPANSION JOINT MATERIAL AND CAULK JOINTS AT ALL VERTICAL INTERSECTIONS BETWEEN NEW AND EXISTING CONCRETE, REFER TO DETAIL. 6. SAW CUT CONTROL JOINTS SHALL BE SPACED AS INDICATED ON THE PLANS AND DETAILS. EXPANSION JOINTS SHALL BE PLACED EVERY 100LF ALONG CONCRETE PATHS. CONTRACTOR SHALL LAYOUT ALL CONTROL JOINTS AND EXPANSION JOINTS IN THE FIELD WITH THE OWNER'S REPRESENTATIVE. 7. DO NOT SCALE THE PLANS. DIMENSIONS SUPERSEDE DRAWING SCALES. VERIFY LAYOUT PRIOR TO EXCAVATION. 8. DIMENSIONS ARE DRAWN TO FACE OF CURB, WALL, AND EDGE UNLESS OTHERWISE SPECIFIED. 9. IF THERE IS A DISCREPANCY BETWEEN THE PLANS AND SPECIFICATIONS, THE SPECIFICATIONS WILL SUPERSEDE PLANS.																																																																																																																																																																																																																																																																																								
PLANTING NOTES 1. THE CONTRACTOR SHALL SUPPLY ALL PLANTS IN QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THE PLAN. SHOULD ANY DISCREPANCIES EXIST BETWEEN QUANTITIES SHOWN IN THE PLANT LIST AND THOSE SHOWN IN THE DRAWINGS, THE DRAWINGS SHALL TAKE PRECEDENCE. 2. ALL PLANT MATERIAL SHALL BE REVIEWED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. CONTRACTOR SHALL INSURE PLANT MATERIAL MEET THE SPECIFICATIONS OF THE AMERICAN STANDARDS FOR NURSERY STOCK (LATEST EDITION) AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN. 3. CONTRACTOR SHALL FURNISH PLANT MATERIALS FREE OF PESTS OR PLANT DISEASES. PRE-SELECTED OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIALS PER THE SPECIFICATIONS. 4. CONTRACTOR SHALL REVIEW TREE LAYOUT WITH OWNER'S REPRESENTATIVE TO DETERMINE CONFLICTS OR INTERFERENCE PRIOR TO STAKING. CONTRACTOR SHALL STAKE PLANT LOCATIONS FOR THE REVIEW BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT, PRIOR TO DIGGING PLANTING PITS. THE CONTRACTOR SHALL RELOCATE ANY PLANT AS DIRECTED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO PLANTING AT NO ADDITIONAL COST TO THE OWNER. 5. ALL LANDSCAPE AREAS SHALL BE COVERED WITH A MINIMUM OF 4 INCH DEPTH MULCH, UNLESS EROSION CONTROL FABRIC IS INSTALLED. SUBMIT MULCH SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. 6. ANY LANDSCAPE AREAS BEYOND LIMITS OF WORK DISTURBED BY CONSTRUCTION OPERATIONS, NOT DIRECTED BY OWNER'S REPRESENTATIVE, SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. 7. CONTAMINATION OF PLANTING MIX/TOPSOIL TO REMAIN DURING CONSTRUCTION WILL REQUIRE COMPLETE REPLACEMENT AT CONTRACTOR'S EXPENSE.																																																																																																																																																																																																																																																																																								
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GRADE</td><td>RCP</td><td>REINFORCED CONCRETE PIPE</td><td>ST</td><td>STORM SEWER</td><td>VIF</td><td>VERIFY IN FIELD</td></tr><tr><td>@</td><td>AT</td><td>E</td><td>EAST</td><td>GALV</td><td>GALVANIZED</td><td>MH</td><td>MANHOLE</td><td>RE/REF</td><td>REFERENCE</td><td>STA</td><td>STATION</td><td>W</td><td>WEST</td></tr><tr><td>ALT</td><td>ALTERNATE</td><td>EA</td><td>EACH</td><td>GB</td><td>GRADE BREAK</td><td>MIN</td><td>MINIMUM</td><td>REINF</td><td>REINFORCED</td><td>STD</td><td>STANDARD</td><td>W/</td><td>WITH</td></tr><tr><td>B&B</td><td>BALLED AND BURLAPPED</td><td>EJ</td><td>EXPANSION JOINT</td><td>GC</td><td>GENERAL CONTRACTOR</td><td>MISC</td><td>MISCELLANEOUS</td><td>REQ'D</td><td>REQUIRED</td><td>STRUCT</td><td>STRUCTURAL</td><td>W/O</td><td>WITHOUT</td></tr><tr><td>BC</td><td>BOTTOM OF CURB</td><td>EL</td><td>ELEVATION</td><td>GEN</td><td>GENERAL</td><td>N</td><td>NORTH</td><td>REV</td><td>REVISION, REVISED</td><td>SY</td><td>SQUARE YARD</td><td>WWF</td><td>WELDED WIRE FABRIC</td></tr><tr><td>BM</td><td>BENCH MARK</td><td>ELEC</td><td>ELECTRICAL</td><td>HDPE</td><td>HIGH DENSITY POLYETHYLENE</td><td>N/A</td><td>NOT APPLICABLE</td><td>RIM</td><td>RIM ELEVATION</td><td>SYM</td><td>SYMMETRICAL</td><td>WWM</td><td>WELDED WIRE MESH</td></tr><tr><td>BC</td><td>BACK OF CURB</td><td>ENG</td><td>ENGINEER</td><td>HORIZ</td><td>HORIZONTAL</td><td>NIC</td><td>NOT IN CONTRACT</td><td>ROW</td><td>RIGHT-OF-WAY</td><td>TBD</td><td>TO BE DETERMINED</td><td>YD</td><td>YARD</td></tr><tr><td>BR</td><td>BOTTOM OF RAMP</td><td>EQ</td><td>EQUAL</td><td>HP</td><td>HIGH POINT</td><td>NO</td><td>NUMBER</td><td>S</td><td>SOUTH</td><td>TC</td><td>TOP OF CURB</td><td></td><td></td></tr><tr><td>BW</td><td>BOTTOM OF WALL</td><td>EW</td><td>EACH WAY</td><td>HT/H</td><td>HEIGHT</td><td>NOM</td><td>NOMINAL</td><td>SAN</td><td>SANITARY</td><td>TF</td><td>TOP OF FOOTING</td><td></td><td></td></tr><tr><td>CAL</td><td>CALIPER</td><td>EX</td><td>EXISTING</td><td>ID</td><td>INSIDE DIAMETER</td><td>NTS</td><td>NOT TO SCALE</td><td>SCH</td><td>SCHEDULE</td><td>THK</td><td>THICK</td><td></td><td></td></tr><tr><td>CJ</td><td>CONTROL JOINT</td><td>EX FL</td><td>EXISTING FLOWLINE</td><td>IN</td><td>INCHES</td><td>OC</td><td>ON CENTER</td><td>SD</td><td>STORM DRAIN</td><td>TM</td><td>TOP OF MONUMENT</td><td></td><td></td></tr><tr><td>CL</td><td>CENTERLINE</td><td>EXP</td><td>EXPANSION</td><td>INV</td><td>INVERT ELEVATION</td><td>OD</td><td>OUTSIDE DIAMETER</td><td>SEC</td><td>SECTION</td><td>TOPO</td><td>TOPOGRAPHY</td><td></td><td></td></tr><tr><td>CONC</td><td>CONCRETE</td><td>FFE</td><td>FINISH FLOOR ELEVATION</td><td>IRR</td><td>IRRIGATION</td><td>PA</td><td>PLANTING AREA</td><td>SF</td><td>SQUARE FOOT (FEET)</td><td>TR</td><td>TOP OF RAMP</td><td></td><td></td></tr><tr><td>CONT</td><td>CONTINUOUS</td><td>FG</td><td>FINISHED GRADE</td><td>JT</td><td>JOINT</td><td>PED</td><td>PEDESTRIAN</td><td>SHT</td><td>SHEET</td><td>TS</td><td>TOP OF STEP</td><td></td><td></td></tr><tr><td>CU</td><td>CUBIC</td><td>FIN</td><td>FINISH</td><td>LIN</td><td>LINEAR</td><td>PERF</td><td>PERFORATED</td><td>SI</td><td>STORM INLET</td><td>TSL</td><td>TOP OF SLAB</td><td></td><td></td></tr><tr><td>CY</td><td>CUBIC YARD</td><td>FL</td><td>FLOWLINE</td><td>LF</td><td>LINEAR FEET</td><td>PL</td><td>PROPERTY LINE</td><td>SIM</td><td>SIMILAR</td><td>TW</td><td>TOP OF WALL</td><td></td><td></td></tr><tr><td>DEMO</td><td>DEMOLISH, DEMOLITION</td><td>FOC</td><td>FACE OF CURB</td><td>LP</td><td>LOW POINT</td><td>PVC</td><td>POLY VINYL CHLORIDE</td><td>SPECS</td><td>SPECIFICATION</td><td>TYP</td><td>TYPICAL</td><td></td><td></td></tr><tr><td>DIA</td><td>DIAMETER</td><td>FT</td><td>FOOT (FEET)</td><td>LT</td><td>LIGHT</td><td>QTY</td><td>QUANTITY</td><td>SQ</td><td>SQUARE</td><td>VAR</td><td>VARIES</td><td></td><td></td></tr></table>															APPROX	APPROXIMATE	DIM	DIMENSION	GAL	GUAGE	MAX	MAXIMUM	R	RADIUS	SS	STAINLESS STEEL	VERT	VERTICAL	ARCH	ARCHITECT	DWG	DRAWINGS	GAL	GALLON	ME	MEET EX. GRADE	RCP	REINFORCED CONCRETE PIPE	ST	STORM SEWER	VIF	VERIFY IN FIELD	@	AT	E	EAST	GALV	GALVANIZED	MH	MANHOLE	RE/REF	REFERENCE	STA	STATION	W	WEST	ALT	ALTERNATE	EA	EACH	GB	GRADE BREAK	MIN	MINIMUM	REINF	REINFORCED	STD	STANDARD	W/	WITH	B&B	BALLED AND BURLAPPED	EJ	EXPANSION JOINT	GC	GENERAL CONTRACTOR	MISC	MISCELLANEOUS	REQ'D	REQUIRED	STRUCT	STRUCTURAL	W/O	WITHOUT	BC	BOTTOM OF CURB	EL	ELEVATION	GEN	GENERAL	N	NORTH	REV	REVISION, REVISED	SY	SQUARE YARD	WWF	WELDED WIRE FABRIC	BM	BENCH MARK	ELEC	ELECTRICAL	HDPE	HIGH DENSITY POLYETHYLENE	N/A	NOT APPLICABLE	RIM	RIM ELEVATION	SYM	SYMMETRICAL	WWM	WELDED WIRE MESH	BC	BACK OF CURB	ENG	ENGINEER	HORIZ	HORIZONTAL	NIC	NOT IN CONTRACT	ROW	RIGHT-OF-WAY	TBD	TO BE DETERMINED	YD	YARD	BR	BOTTOM OF RAMP	EQ	EQUAL	HP	HIGH POINT	NO	NUMBER	S	SOUTH	TC	TOP OF CURB			BW	BOTTOM OF WALL	EW	EACH WAY	HT/H	HEIGHT	NOM	NOMINAL	SAN	SANITARY	TF	TOP OF FOOTING			CAL	CALIPER	EX	EXISTING	ID	INSIDE DIAMETER	NTS	NOT TO SCALE	SCH	SCHEDULE	THK	THICK			CJ	CONTROL JOINT	EX FL	EXISTING FLOWLINE	IN	INCHES	OC	ON CENTER	SD	STORM DRAIN	TM	TOP OF MONUMENT			CL	CENTERLINE	EXP	EXPANSION	INV	INVERT ELEVATION	OD	OUTSIDE DIAMETER	SEC	SECTION	TOPO	TOPOGRAPHY			CONC	CONCRETE	FFE	FINISH FLOOR ELEVATION	IRR	IRRIGATION	PA	PLANTING AREA	SF	SQUARE FOOT (FEET)	TR	TOP OF RAMP			CONT	CONTINUOUS	FG	FINISHED GRADE	JT	JOINT	PED	PEDESTRIAN	SHT	SHEET	TS	TOP OF STEP			CU	CUBIC	FIN	FINISH	LIN	LINEAR	PERF	PERFORATED	SI	STORM INLET	TSL	TOP OF SLAB			CY	CUBIC YARD	FL	FLOWLINE	LF	LINEAR FEET	PL	PROPERTY LINE	SIM	SIMILAR	TW	TOP OF WALL			DEMO	DEMOLISH, DEMOLITION	FOC	FACE OF CURB	LP	LOW POINT	PVC	POLY VINYL CHLORIDE	SPECS	SPECIFICATION	TYP	TYPICAL			DIA	DIAMETER	FT	FOOT (FEET)	LT	LIGHT	QTY	QUANTITY	SQ	SQUARE	VAR	VARIES		
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986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



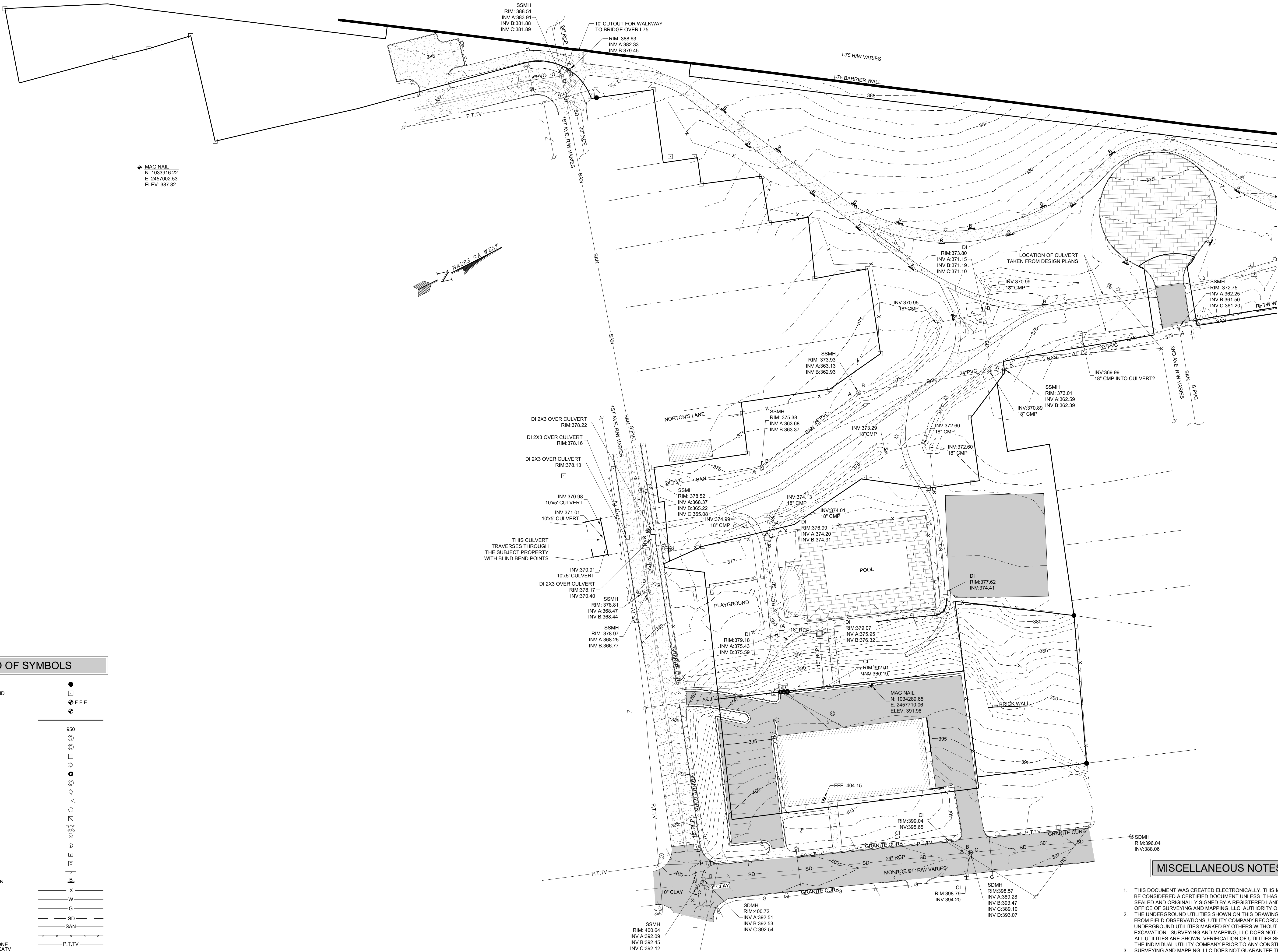
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

NOTES AND ABBREVIATIONS

SHEET:

LEGEND OF SYMBOLS	
IRON PIN FOUND	●
CONCRETE MONUMENT FOUND	■
FINISHED FLOOR ELEVATION	◆ F.F.E.
BENCHMARK	◆
PROPERTY LINE	---
CONTOUR LINE	---
SANITARY SEWER MANHOLE	⊙
STORM DRAIN MANHOLE	⊙
DROP INLET	⊙
LIGHT POLE	☆
BOLLARD	●
CLEAN OUT	⊙
UTILITY POLE	⊙
GUY WIRE	—
WATER METER	⊙
WATER VALVE	⊙
FIRE HYDRANT	⊙
GAS VALVE	⊙
ELECTRIC METER	⊙
ELECTRIC CONTROL PANEL	⊙
TELEPHONE PEDESTAL	⊙
SIGN	⊙
PARK BENCH WITH TRASH CAN	⊙
FENCE	X
WATER LINE	W
GAS LINE	G
STORM SEWER LINE	SD
SANITARY SEWER LINE	SAN
GUARD RAIL	—
OVERHEAD POWER, TELEPHONE AND CATV	P.T.V.
WOODS LINE	—
ASPHALT	—
BRICK	—
CONCRETE	—



MISCELLANEOUS NOTES

1. THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF SURVEYING AND MAPPING, LLC. AUTHORITY O.C.G.A. 43-15-22.
2. THE UNDERGROUND UTILITIES SHOWN ON THIS DRAWING WERE COMPILED FROM FIELD OBSERVATIONS, UTILITY COMPANY RECORDS AND UNDERGROUND UTILITIES MARKED BY OTHERS WITHOUT BENEFIT OF EXCAVATION. SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN. VERIFICATION OF UTILITIES SHOULD BE MADE BY THE INDIVIDUAL UTILITY COMPANY PRIOR TO ANY CONSTRUCTION.
3. SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.
4. ONE FOOT CONTOUR INTERVAL SHOWN. ELEVATIONS SHOWN ARE REFERENCED TO NAVD 88 DATUM.
5. PROPERTY LINES SHOWN HEREON WERE TAKEN FROM MATTERS OF RECORD AND EVIDENCE FOUND IN THE FIELD. THE SURVEYOR'S CERTIFICATION EXTENDS ONLY TO THE TOPOGRAPHIC ASPECTS AND THE TOPOGRAPHIC SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY. THIS SURVEY IS NOT TO BE RECORDED AND SHOULD NOT BE USED TO CONVEY PROPERTY.

Revisions		
No.	Date	Description



SURVEYING AND MAPPING, LLC
524 S. HOUSTON LAKE ROAD, SUITE F100
WARNER ROBINS, GEORGIA 31088
OFFICE (478) 971-3382
email: info@sam.biz
SAM.BIZ

TOPOGRAPHIC SURVEY

LANDS OF

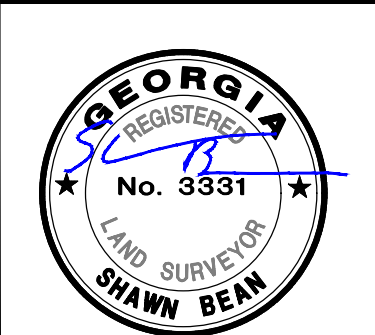
MACON-BIBB COUNTY

VINEVILLE DISTRICT

GEORGIA

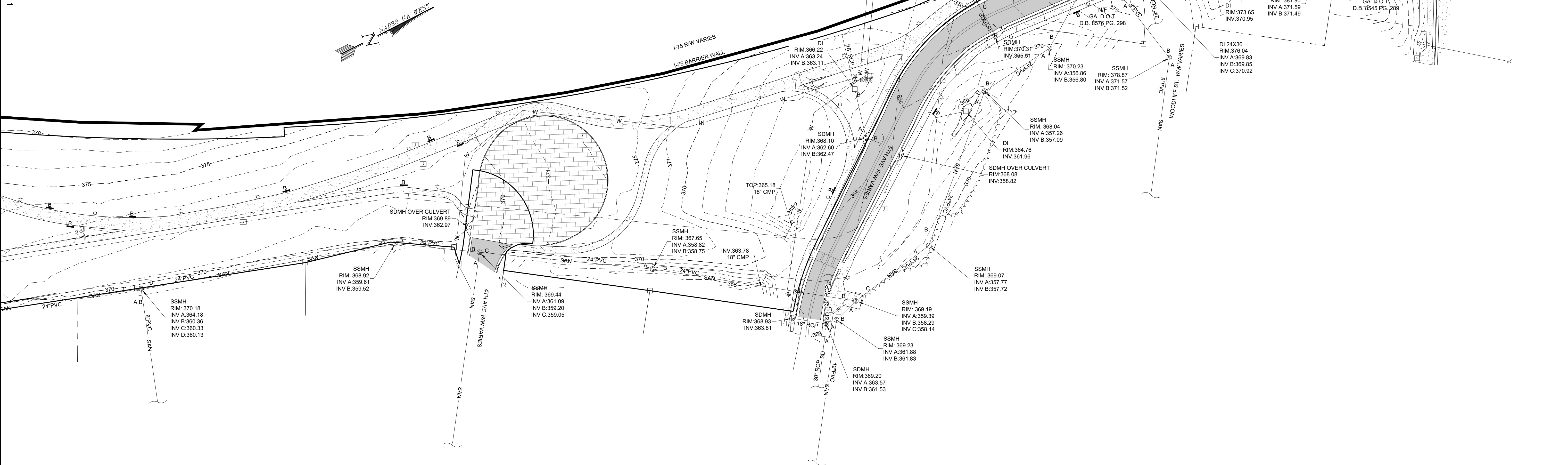
MACON-BIBB COUNTY

Project No.:	1355-003
Drawing No.:	TPS
Drawn By:	W.S.B.
Checked By:	S.H.J.
R.L.S. No.:	3331



Date:	6-7-24
Scale:	1"=40'
Sheet No.:	1 of 2

SEE SHEET 1



LEGEND OF SYMBOLS

IRON PIN FOUND	●
CONCRETE MONUMENT FOUND	□
FINISHED FLOOR ELEVATION	◆ F.F.E.
BENCHMARK	◆
PROPERTY LINE	---
CONTOUR LINE	--- 950 ---
SANITARY SEWER MANHOLE	⊙
STORM DRAIN MANHOLE	⊙
DROP INLET	⊙
LIGHT POLE	⊙
BOLLARD	⊙
CLEAN OUT	⊙
UTILITY POLE	⊙
GUY WIRE	⊙
WATER METER	⊙
WATER VALVE	⊙
FIRE HYDRANT	⊙
GAS VALVE	⊙
ELECTRIC METER	⊙
ELECTRIC CONTROL PANEL	⊙
TELEPHONE PEDESTAL	⊙
SIGN	⊙
PARK BENCH WITH TRASH CAN	⊙
FENCE	---
WATER LINE	---
GAS LINE	---
STORM SEWER LINE	---
SANITARY SEWER LINE	---
GUARD RAIL	---
OVERHEAD POWER, TELEPHONE AND CATV	---
WOODS LINE	---
ASPHALT	---
BRICK	---
CONCRETE	---



MISCELLANEOUS NOTES

1. THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF SURVEYING AND MAPPING, LLC. AUTHORITY O.C.G.A. 43-15-22.
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Revisions		
No.	Date	Description

SURVEYING AND MAPPING, LLC
524 S. HOUSTON LAKE ROAD, SUITE F100
WARNER ROBINS, GEORGIA 31088
OFFICE (478) 971-3362
email: info@sam.biz
SAM.BIZ



TOPOGRAPHIC SURVEY

LANDS OF

MACON-BIBB COUNTY

VINEVILLE DISTRICT
GEORGIA

MACON-BIBB COUNTY

Project No.: 1355-003
Drawing No.: TPS
Drawn By: W.S.B.
Checked By: S.H.J.

R.L.S. No.: 3331



Date: 6-7-24

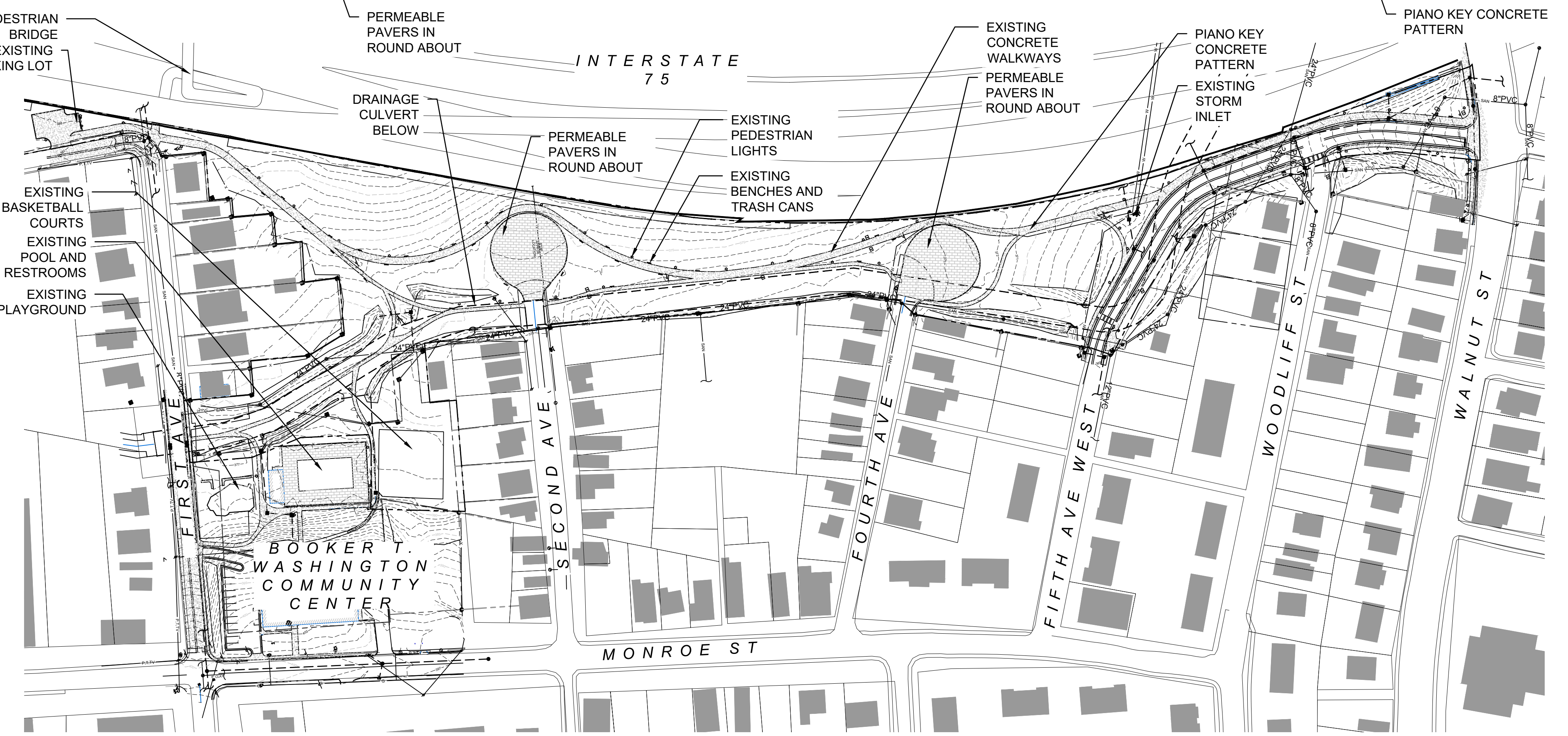
Scale: 1"=40'

Sheet No.:

2 of 2



FIFTH AVE WEST
EXISTING STORM INLET



FIFTH AVE WEST



FIFTH AVE WEST
DAMAGE TO EXISTING CONCRETE WALKWAYS

01 EXISTING CONDITIONS PLAN
SCALE: 1"=100'-0"



FIRST AVE



BOOKER T WASHINGTON COMMUNITY CENTER



EXISTING CONCRETE WALKWAYS



FOURTH AVE ROUNDABOUT

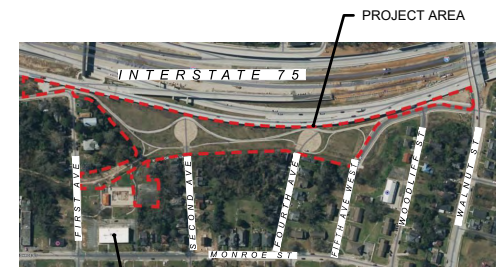
LINEAR PARK IMPROVEMENTS

986 COLE STREET
MACON, GA 31201
478.747.0250

MACON, GA
31201



KEY PLAN:



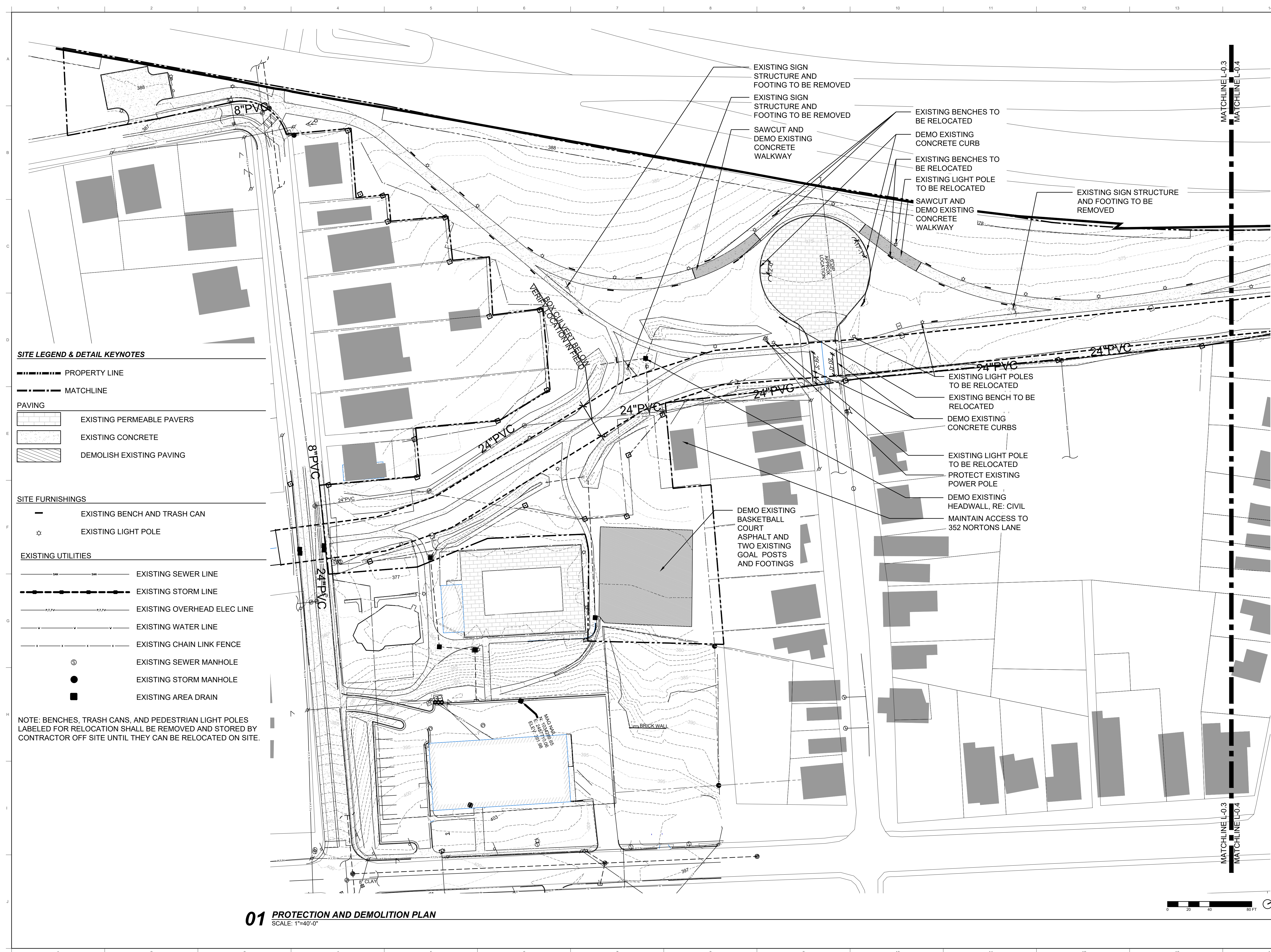
REVISIONS:		DESCRIPTION
#	DATE	

DATE: OCTOBER 4, 2024

EXISTING CONDITIONS PHOTOS

SHEET:

L0.1

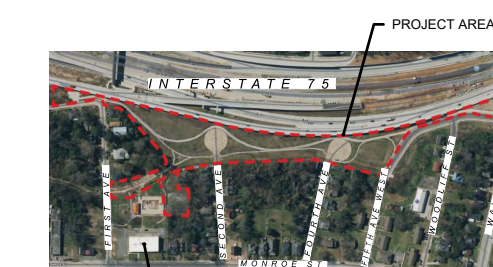


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MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS



KEY PLAN:

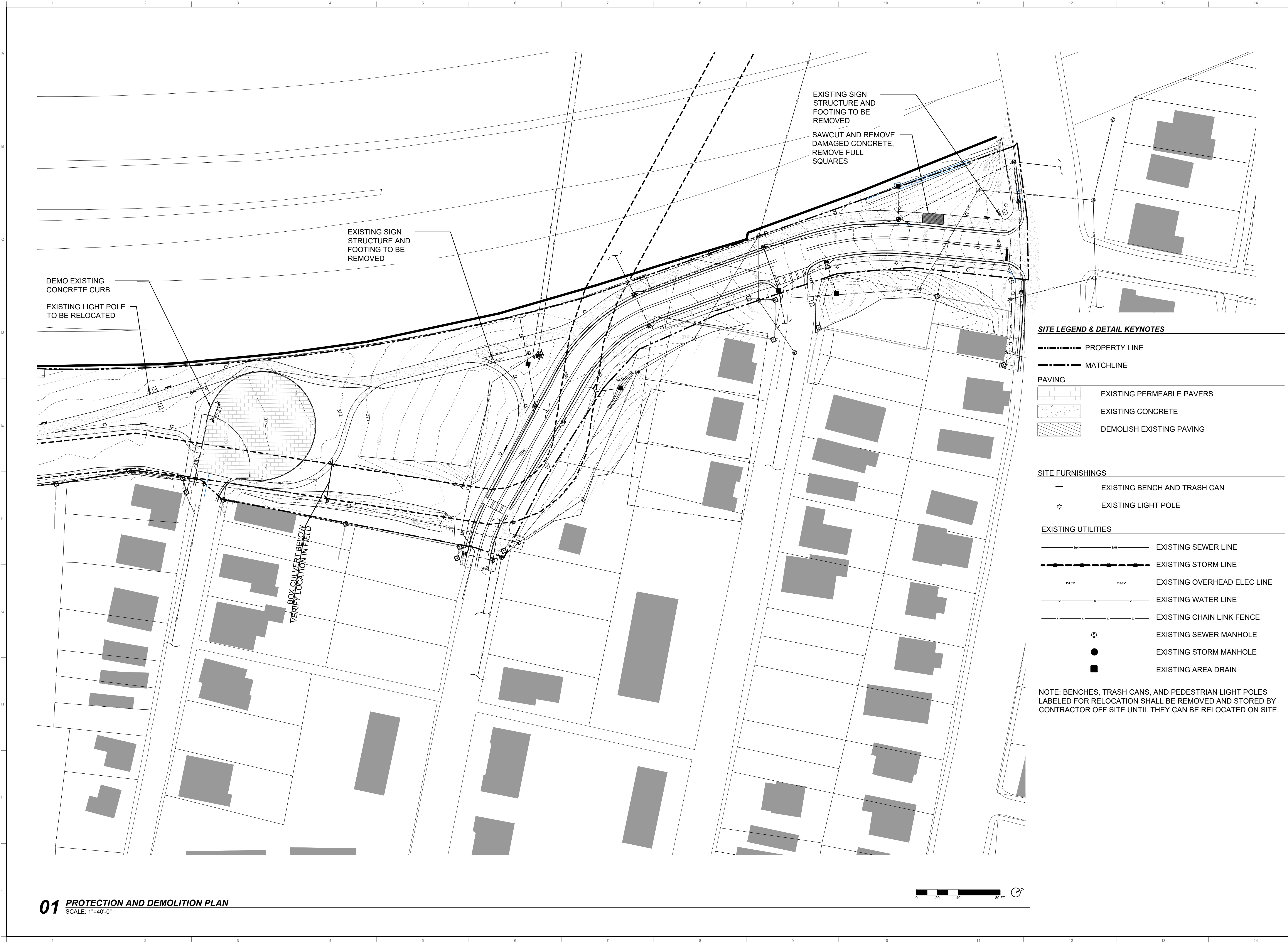
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DATE: OCTOBER 4, 2024

PROTECTION & DEMOLITION PLAN

SHEET:

L0.2



01 PROTECTION AND DEMOLITION PLAN
SCALE: 1"=40'-0"

SITE LEGEND & DETAIL KEYNOTES

- PROPERTY LINE**
MATCHLINE
- PAVING**
- EXISTING PERMEABLE PAVERS
 - EXISTING CONCRETE
 - DEMOLISH EXISTING PAVING

SITE FURNISHINGS

- EXISTING BENCH AND TRASH CAN
- EXISTING LIGHT POLE

EXISTING UTILITIES

- EXISTING SEWER LINE
- EXISTING STORM LINE
- EXISTING OVERHEAD ELEC LINE
- EXISTING WATER LINE
- EXISTING CHAIN LINK FENCE
- EXISTING SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING AREA DRAIN

NOTE: BENCHES, TRASH CANS, AND PEDESTRIAN LIGHT POLES LABELED FOR RELOCATION SHALL BE REMOVED AND STORED BY CONTRACTOR OFF SITE UNTIL THEY CAN BE RELOCATED ON SITE.

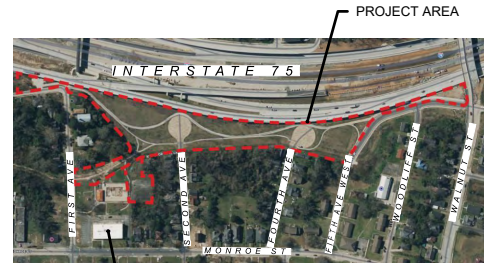
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MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



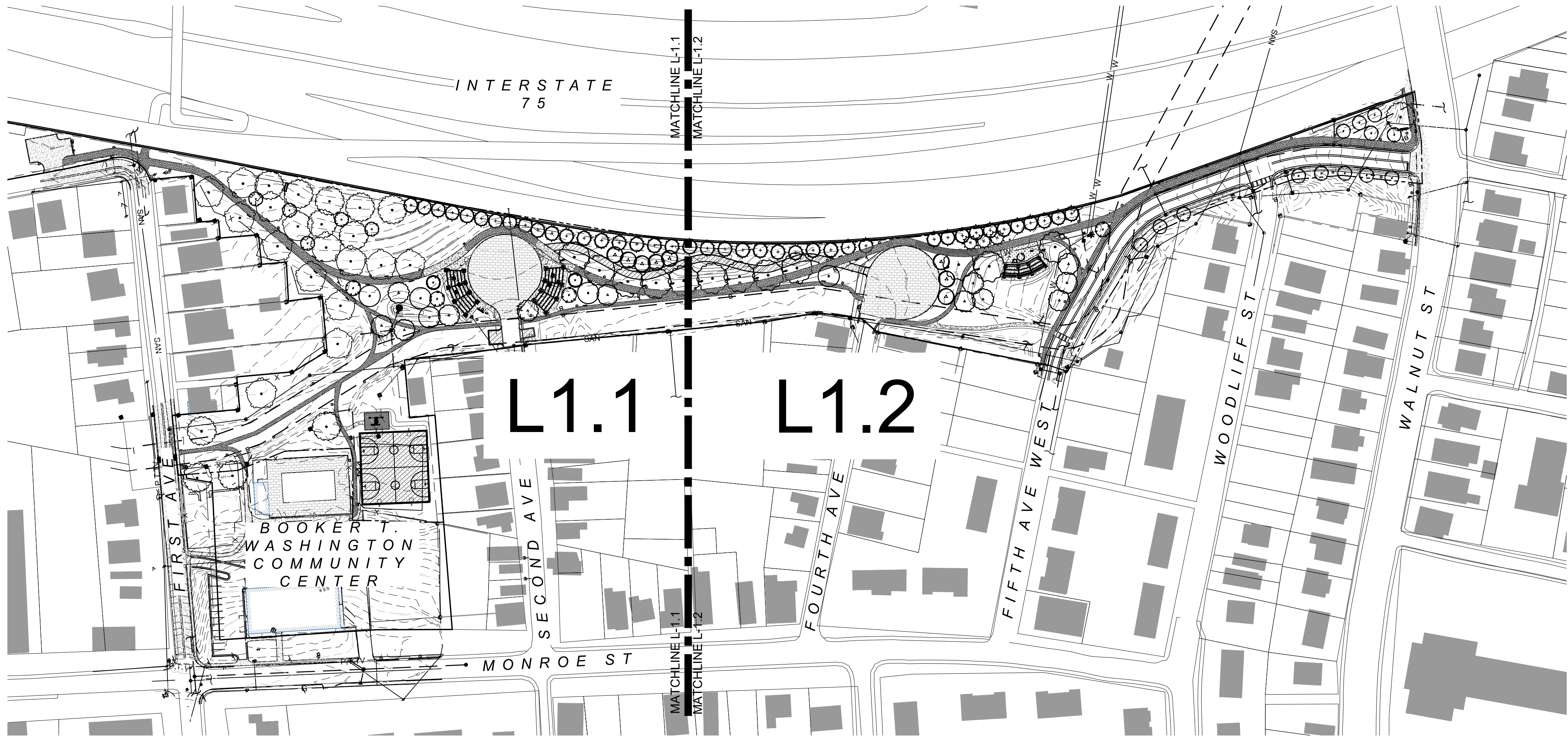
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

PROTECTION &
DEMOLITION PLAN

SHEET:

L0.3



01 OVERALL PLAN
SCALE: 1"=100'-0"

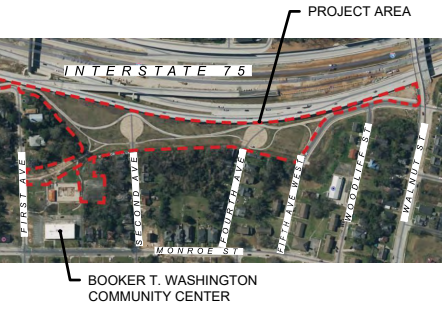
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MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



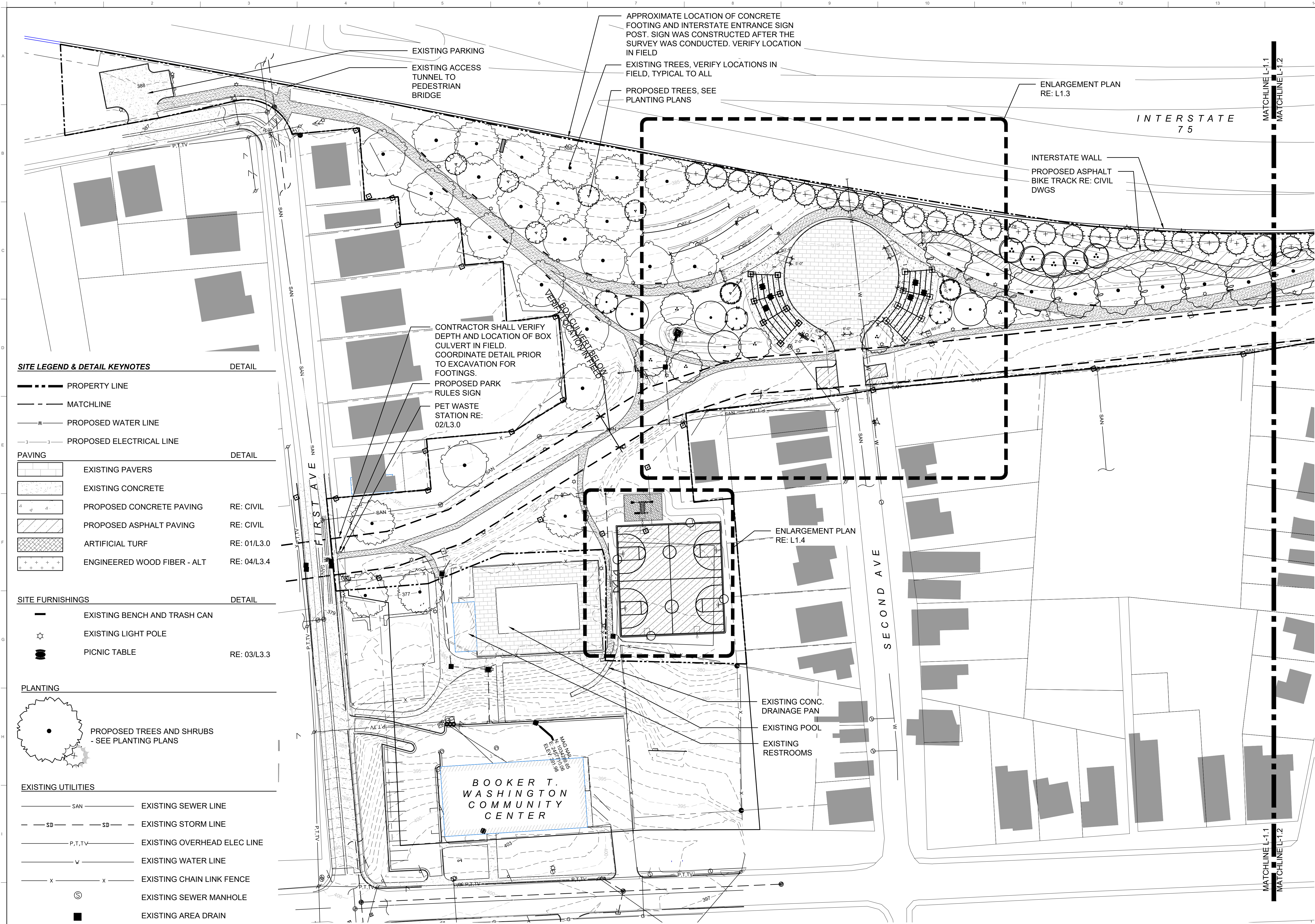
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

OVERALL PLAN

SHEET:

L1.0



SITE LEGEND & DETAIL KEYNOTES

--- PROPERTY LINE
--- MATCHLINE
--- PROPOSED WATER LINE
--- PROPOSED ELECTRICAL LINE

PAVING

[Pattern]	EXISTING PAVERS	
[Pattern]	EXISTING CONCRETE	
[Pattern]	PROPOSED CONCRETE PAVING	RE: CIVIL
[Pattern]	PROPOSED ASPHALT PAVING	RE: CIVIL
[Pattern]	ARTIFICIAL TURF	RE: 01/L3.0
[Pattern]	ENGINEERED WOOD FIBER - ALT	RE: 04/L3.4

SITE FURNISHINGS

[Symbol]	EXISTING BENCH AND TRASH CAN	
[Symbol]	EXISTING LIGHT POLE	
[Symbol]	PICNIC TABLE	RE: 03/L3.3

PLANTING

[Symbol] PROPOSED TREES AND SHRUBS
- SEE PLANTING PLANS

EXISTING UTILITIES

[Symbol]	SAN	EXISTING SEWER LINE
[Symbol]	SD	EXISTING STORM LINE
[Symbol]	P,T,TV	EXISTING OVERHEAD ELEC LINE
[Symbol]	W	EXISTING WATER LINE
[Symbol]	X	EXISTING CHAIN LINK FENCE
[Symbol]	⊙	EXISTING SEWER MANHOLE
[Symbol]	■	EXISTING AREA DRAIN

01 LAYOUT AND MATERIALS PLAN
SCALE: 1"=40'-0"

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



REVISIONS:

#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

LAYOUT AND MATERIALS PLAN

SHEET:

L1.1

MATCHLINE L-1.1
MATCHLINE L-1.2

FOURTH AVE

FIFTH AVE WEST

WOODLIFF ST

WALNUT ST

INTERSTATE
75

INTERSTATE WALL
EXISTING PIANO KEY
DESIGN IN CONCRETE.
REPAIR DAMAGED
CONCRETE AND
RE-SEAL EXPANSION
JOINTS AND PAINT
KEYS WITH BLACK AND
WHITE PAVING GRADE
PAINT

RELOCATED EXISTING
PEDESTRIAN LIGHT
PET WASTE
STATION RE:
02/L3.0

ENLARGEMENT PLAN
RE: L1.4

FILL AND HAND TAMP SOIL IN
BETWEEN SIDEWALK AND
BACK OF CURB WHERE IS HAS
WASHED OUT FOR PROPOSED
SOD. SEE PLANTING PLAN

PET WASTE
STATION RE:
02/L3.0

STANDARD PARKS AND
BEAUTIFICATION DEPARTMENT
SIGN. INCLUDE ALTERNATE TO
ADD LIGHTING AND
ELECTRICAL PANEL RE: ELEC
DWGS TO SIGN

PROPOSED CONCRETE
SIDEWALK REPLACEMENT
WHERE DAMAGED CONCRETE
IS REMOVED. MATCH EXISTING
GRADE AND THICKNESS

BOX CULVERT BELOW
VERIFY LOCATION IN FIELD

SITE LEGEND & DETAIL KEYNOTES

- PROPERTY LINE
--- MATCHLINE
--- PROPOSED WATER LINE
--- PROPOSED ELECTRICAL LINE

PAVING

- EXISTING PAVERS
EXISTING CONCRETE
PROPOSED CONCRETE PAVING RE: CIVIL
PROPOSED ASPHALT PAVING RE: CIVIL
ARTIFICIAL TURF RE: 01/L3.0
ENGINEERED WOOD FIBER - ALT RE: 04/L3.4

SITE FURNISHINGS

- EXISTING BENCH AND TRASH CAN
EXISTING LIGHT POLE
PICNIC TABLE RE: 03/L3.3

PLANTING

- PROPOSED TREES AND SHRUBS
- SEE PLANTING PLANS

EXISTING UTILITIES

- EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING OVERHEAD ELEC LINE
EXISTING WATER LINE
EXISTING CHAIN LINK FENCE
EXISTING SEWER MANHOLE
EXISTING AREA DRAIN



01 LAYOUT AND MATERIALS PLAN
SCALE: 1"=40'-0"

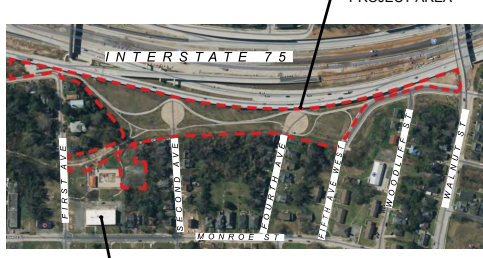
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:	
#	DESCRIPTION

DATE: OCTOBER 4, 2024

LAYOUT AND
MATERIALS PLAN

SHEET:

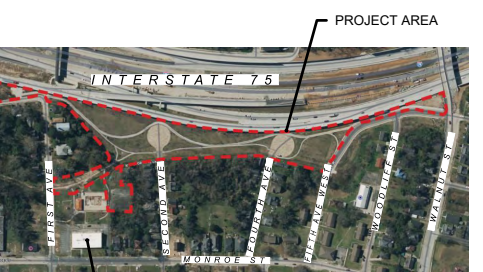
L1.2

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:

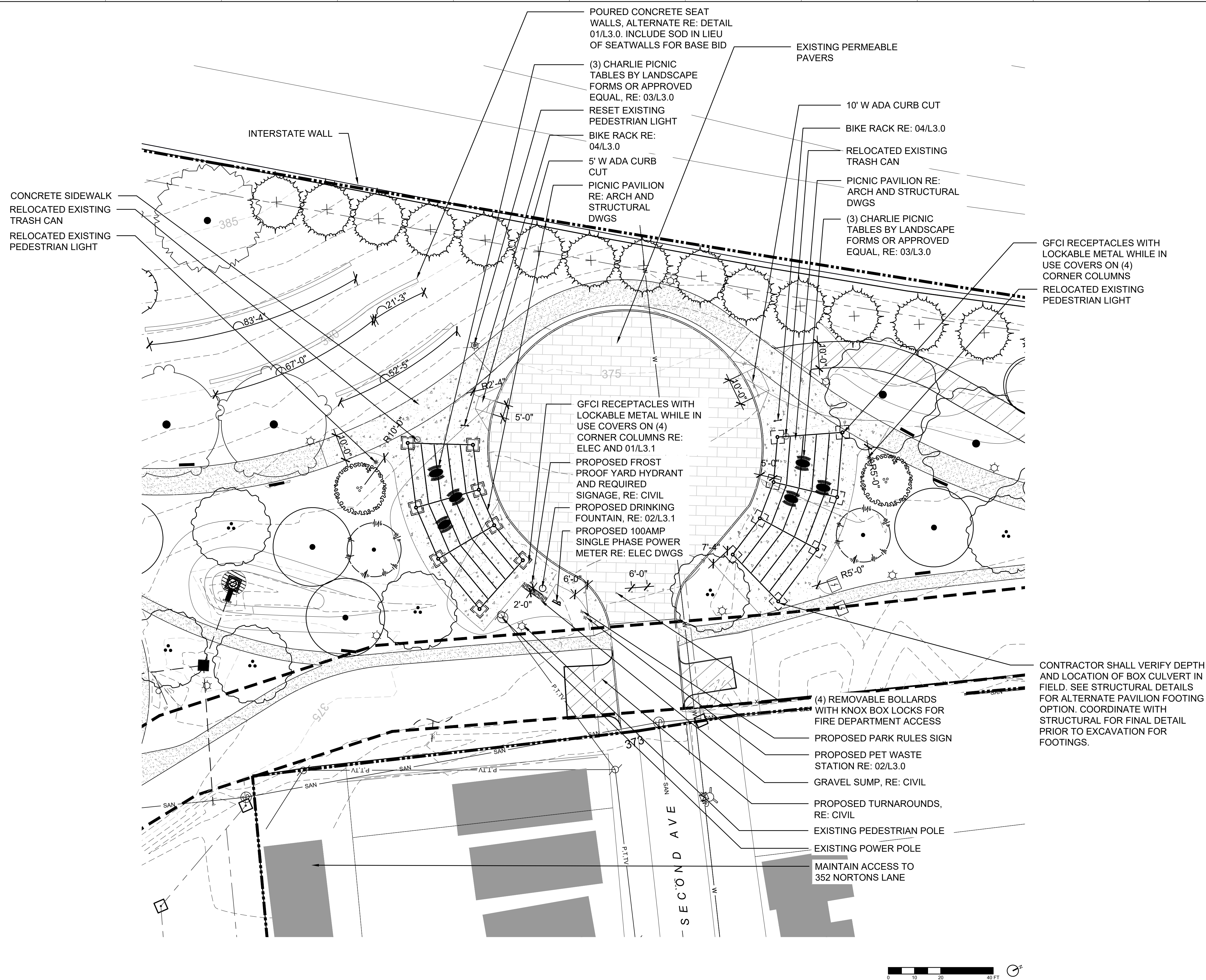
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DATE: OCTOBER 4, 2024

ENLARGEMENT PLAN

SHEET:

L1.3



01 ENLARGEMENT PLAN
SCALE: 1"=20'-0"



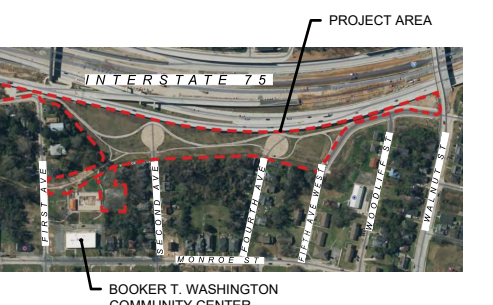
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:

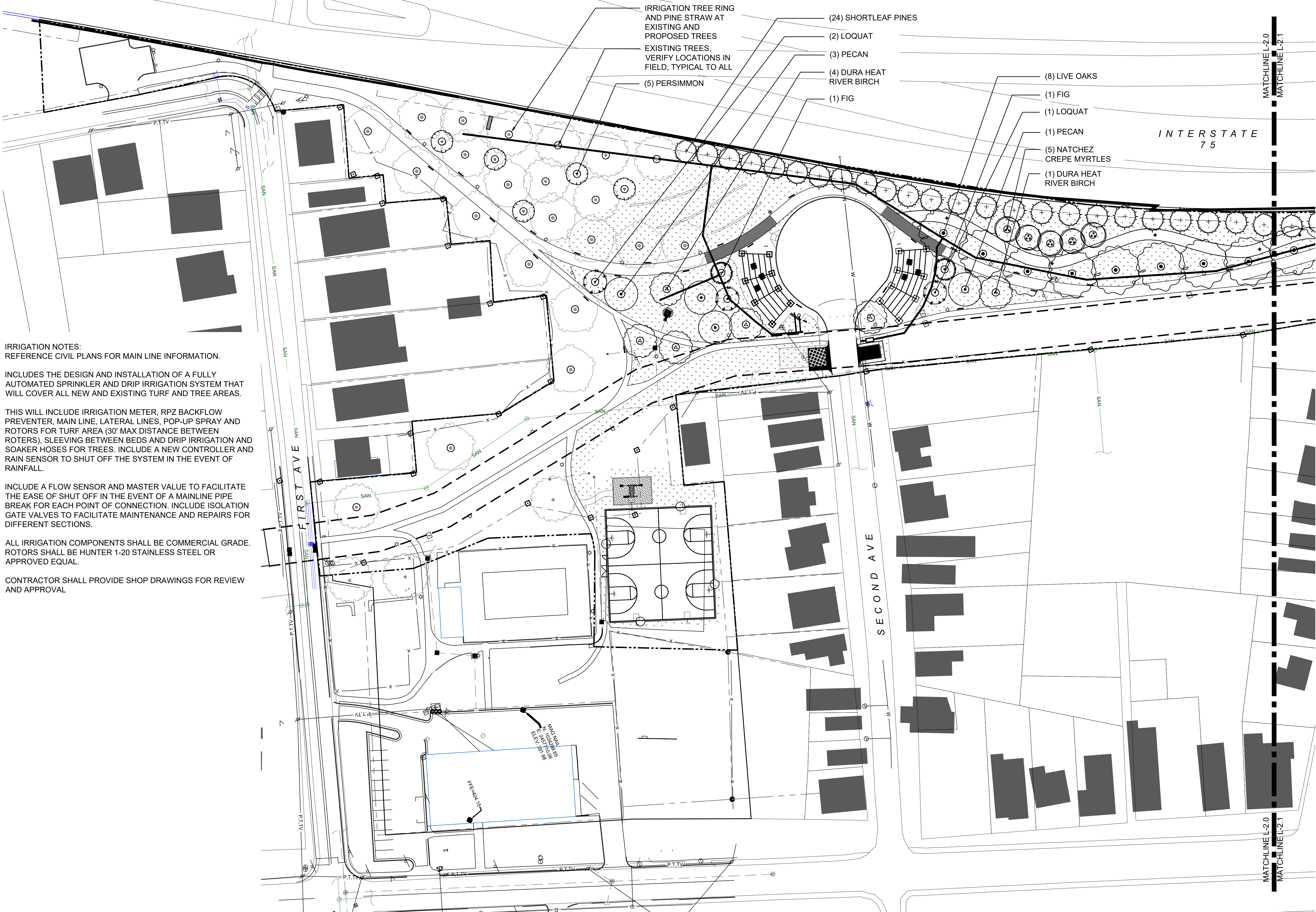
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DATE: OCTOBER 4, 2024

ENLARGEMENT PLANS

SHEET:

L1.4



IRRIGATION NOTES:
REFERENCE CIVIL PLANS FOR MAIN LINE INFORMATION.

INCLUDES THE DESIGN AND INSTALLATION OF A FULLY AUTOMATED SPRINKLER AND DRIP IRRIGATION SYSTEM THAT WILL COVER ALL NEW AND EXISTING TURF AND TREE AREAS.

THIS WILL INCLUDE IRRIGATION METER, RPZ BACKFLOW PREVENTER, MAIN LINE, LATERAL LINES, POP-UP SPRAY AND ROTORS FOR TURF AREA (30' MAX DISTANCE BETWEEN ROTERS), SLEEVEING BETWEEN BEDS AND DRIP IRRIGATION AND SOAKER HOSES FOR TREES. INCLUDE A NEW CONTROLLER AND RAIN SENSOR TO SHUT OFF THE SYSTEM IN THE EVENT OF RAINFALL.

INCLUDE A FLOW SENSOR AND MASTER VALVE TO FACILITATE THE EASE OF SHUT OFF IN THE EVENT OF A MAINLINE PIPE BREAK FOR EACH POINT OF CONNECTION. INCLUDE ISOLATION GATE VALVES TO FACILITATE MAINTENANCE AND REPAIRS FOR DIFFERENT SECTIONS.

ALL IRRIGATION COMPONENTS SHALL BE COMMERCIAL GRADE. ROTORS SHALL BE HUNTER 1-20 STAINLESS STEEL OR APPROVED EQUAL.

CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

01 PLANTING PLAN
SCALE: 1"=40'-0"



- IRRIGATION TREE RING AND PINE STRAW AT EXISTING AND PROPOSED TREES
- EXISTING TREES, VERIFY LOCATIONS IN FIELD, TYPICAL TO ALL
- (5) PERSIMMON
- (24) SHORLEAF PINES
- (2) LOQUAT
- (3) PECAN
- (4) DURA HEAT RIVER BIRCH
- (1) FIG
- (8) LIVE OAKS
- (1) FIG
- (1) LOQUAT
- (1) PECAN
- (5) NATCHEZ CREPE MYRTLES
- (1) DURA HEAT RIVER BIRCH

INTERSTATE
75

MATCHLINE L-2.0
MATCHLINE L-2.1

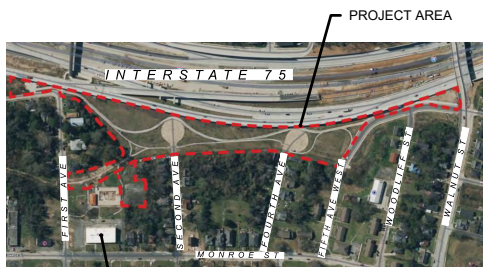
MATCHLINE L-2.0
MATCHLINE L-2.1

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

PLANTING PLAN

SHEET:

L2.0

MATCHLINE L-2.0
MATCHLINE L-2.1

INTERSTATE
75

FOURTH AVE

FIFTH AVE WEST

WOODLIFF ST

WALNUT ST

- (11) SHORLEAF PINES
- (3) NATCHEZ CREPE MYRTLES
- (2) LIVE OAKS
- (3) DURA HEAT RIVER BIRCH
- (3) AMERICAN HOLLY
- (1) LIVE OAKS
- (3) DURA HEAT RIVER BIRCH
- (1) LOQUAT

IRRIGATION TREE RING AND PINE STRAW

EXISTING TREES, VERIFY LOCATIONS IN FIELD, TYPICAL TO ALL

IRRIGATION NOTES:
REFERENCE CIVIL PLANS FOR MAIN LINE INFORMATION.

INCLUDES THE DESIGN AND INSTALLATION OF A FULLY AUTOMATED SPRINKLER AND DRIP IRRIGATION SYSTEM THAT WILL COVER ALL NEW AND EXISTING TURF AND TREE AREAS.

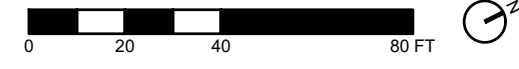
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INCLUDE A FLOW SENSOR AND MASTER VALVE TO FACILITATE THE EASE OF SHUT OFF IN THE EVENT OF A MAINLINE PIPE BREAK FOR EACH POINT OF CONNECTION. INCLUDE ISOLATION GATE VALVES TO FACILITATE MAINTENANCE AND REPAIRS FOR DIFFERENT SECTIONS.

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CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

01 PLANTING PLAN
SCALE: 1"=40'-0"

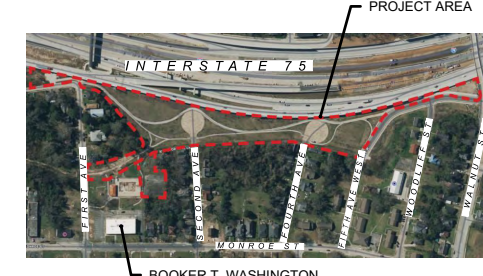


986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



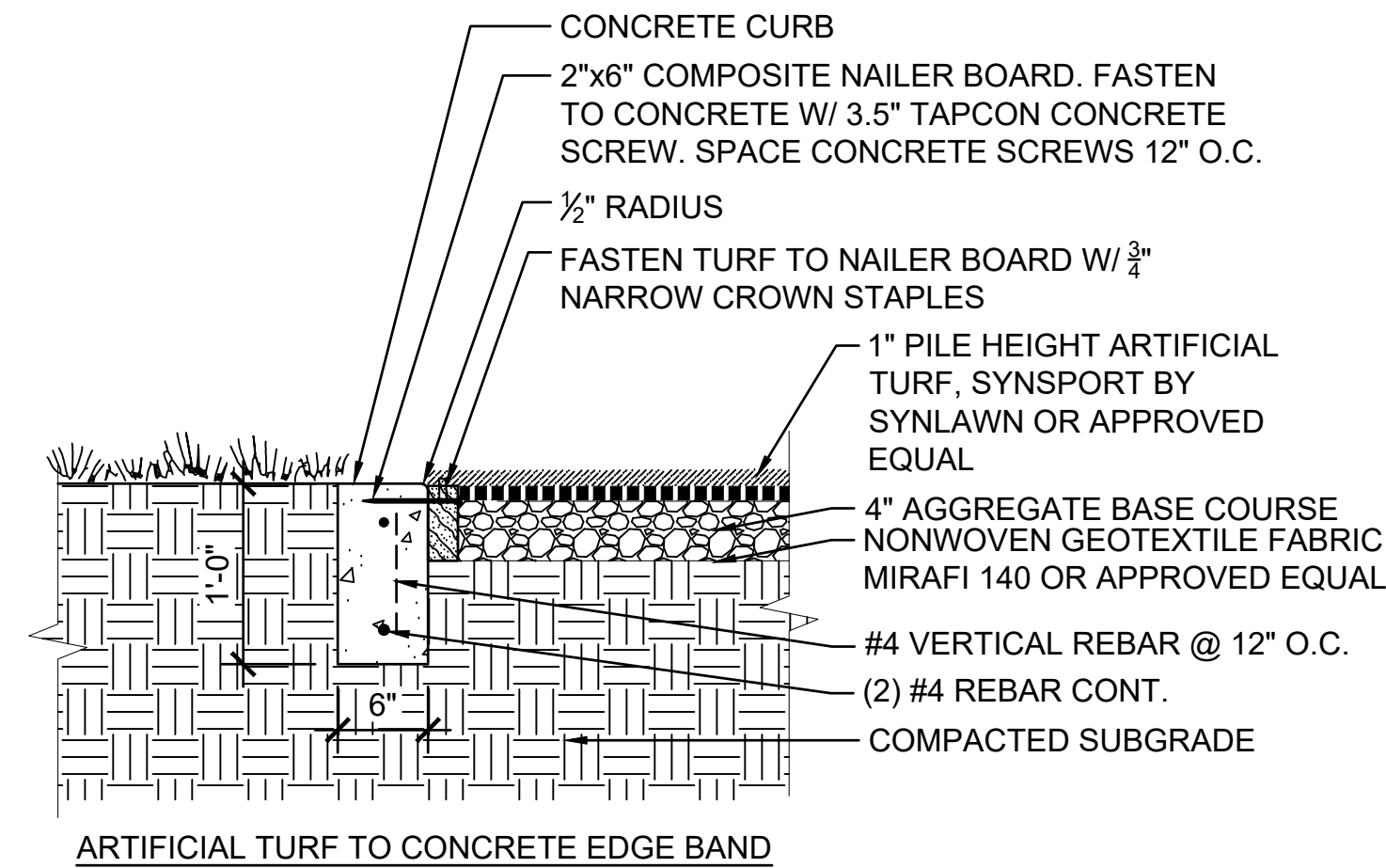
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

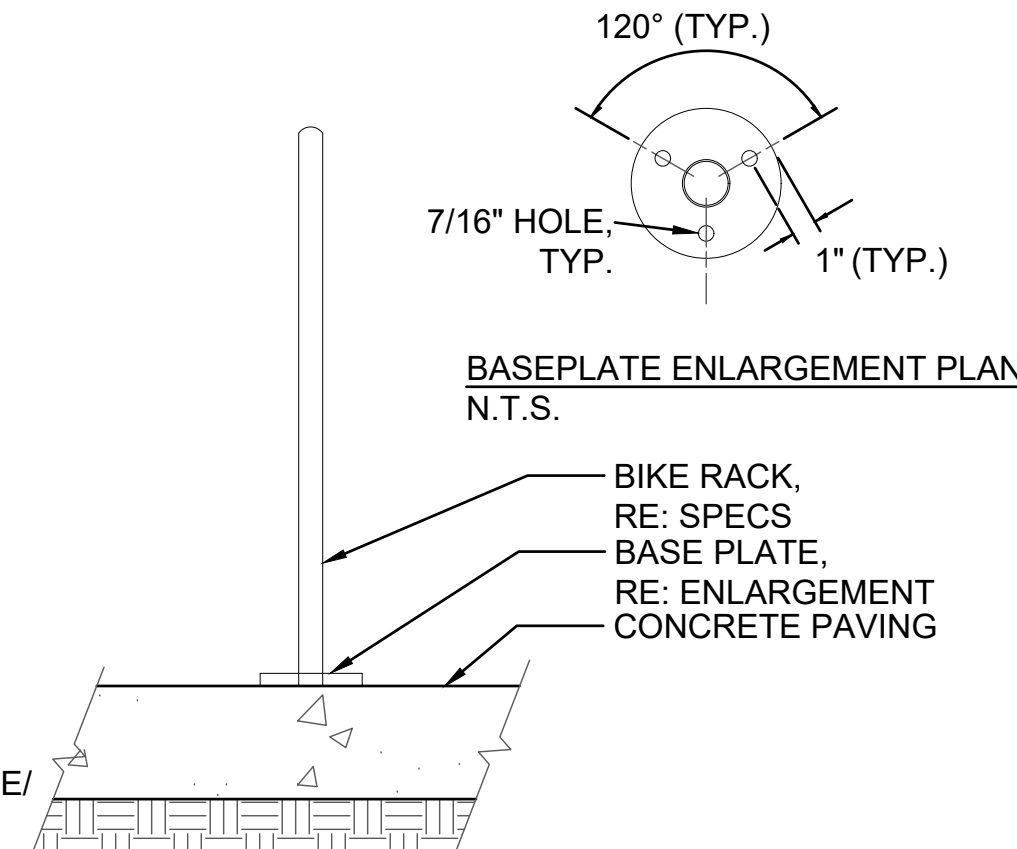
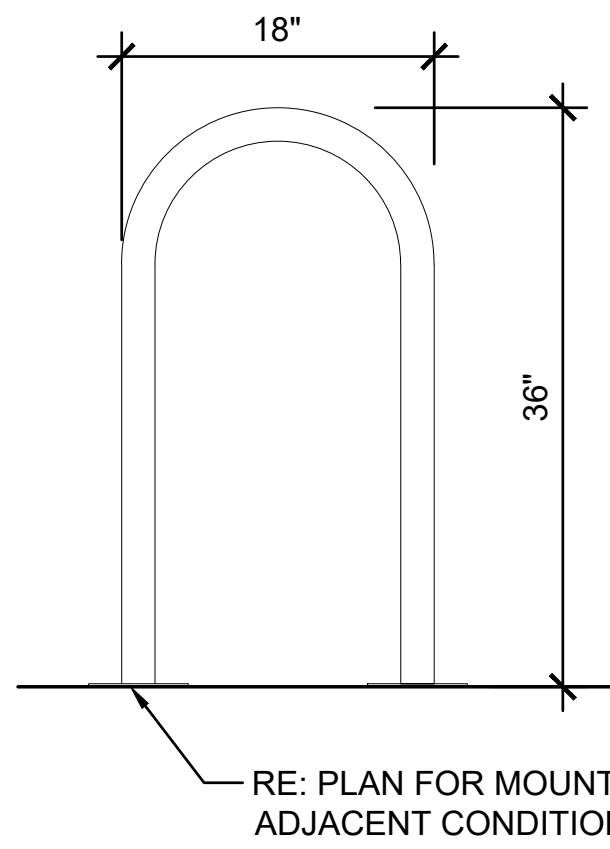
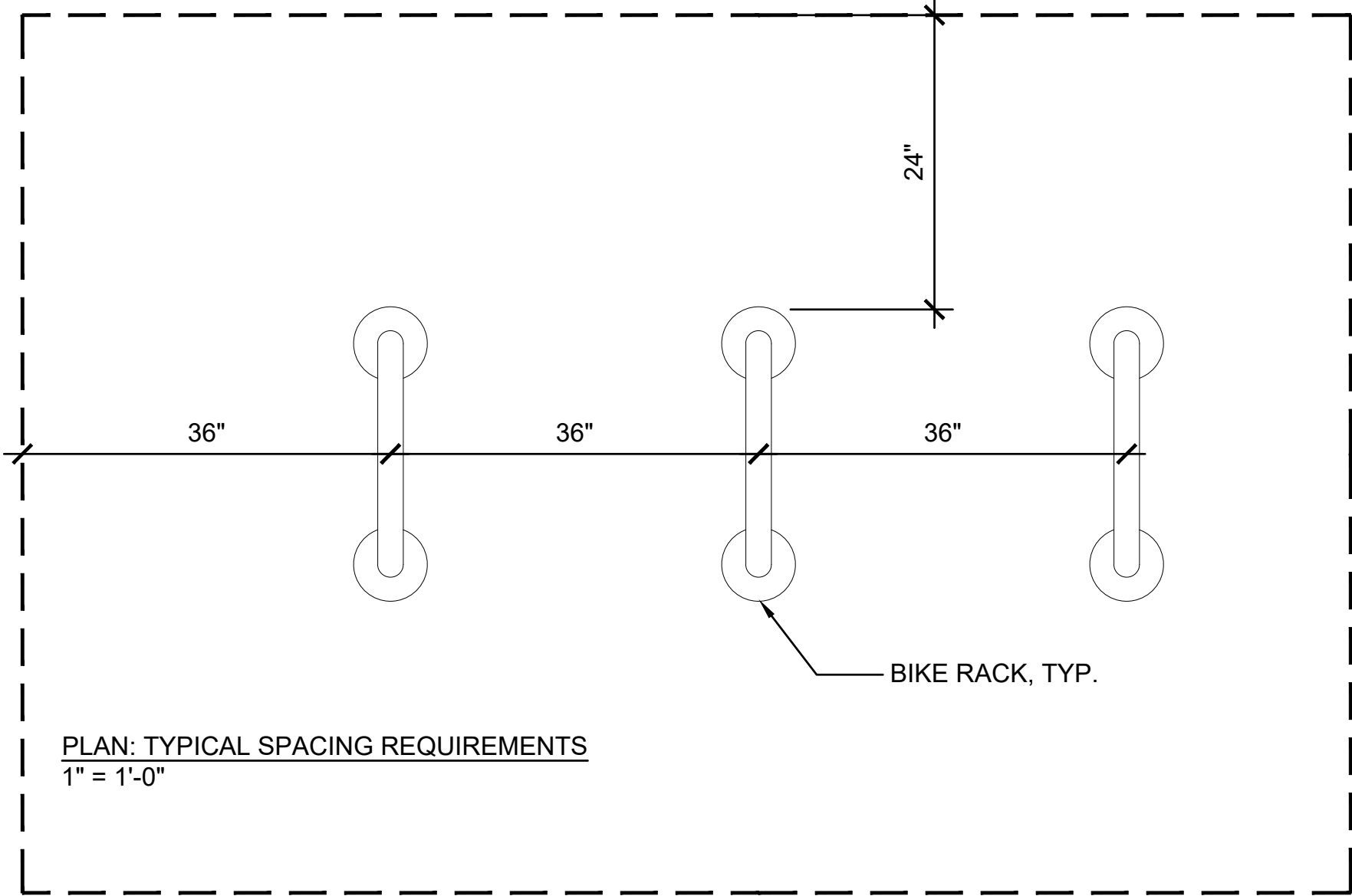
PLANTING PLAN

SHEET:

L2.1

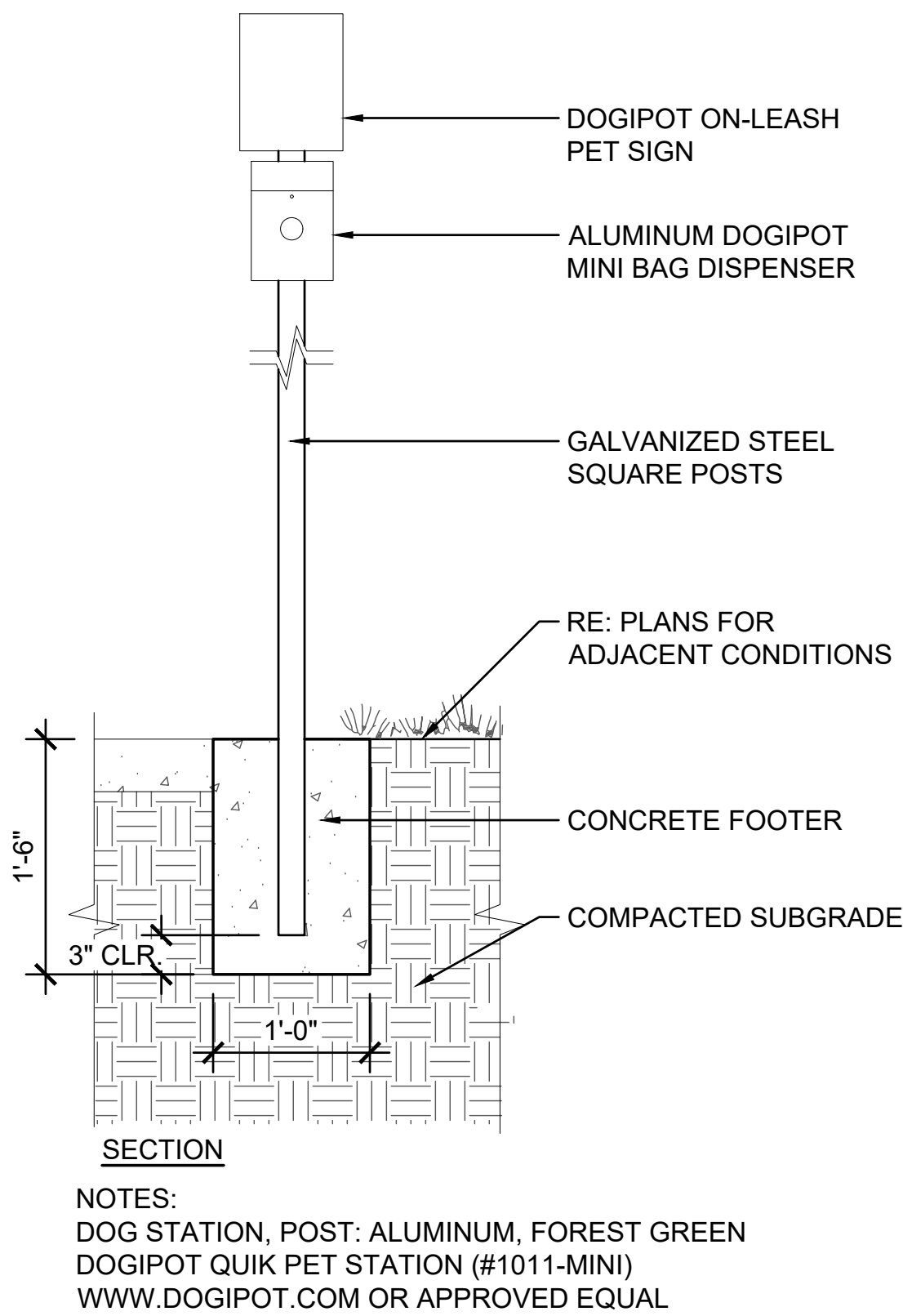


01 CONC CURB & ARTIFICIAL TURF @ WORKOUT STATION
SCALE: 1"=1'-0"



- NOTES:
1. REFERENCE SPECIFICATIONS FOR MORE INFORMATION.
 2. DIMENSIONS ARE SHOWN FOR REFERENCE ONLY AND REFLECT CURRENT CITY OF DENVER GUIDELINES. SUBMIT MANUFACTURER'S TECHNICAL DATA FOR APPROVAL.
 3. MOUNTING METHODS ARE SHOWN FOR REFERENCE ONLY -INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

04 BIKE RACK LAYOUT
SCALE: 1"=1'-0"

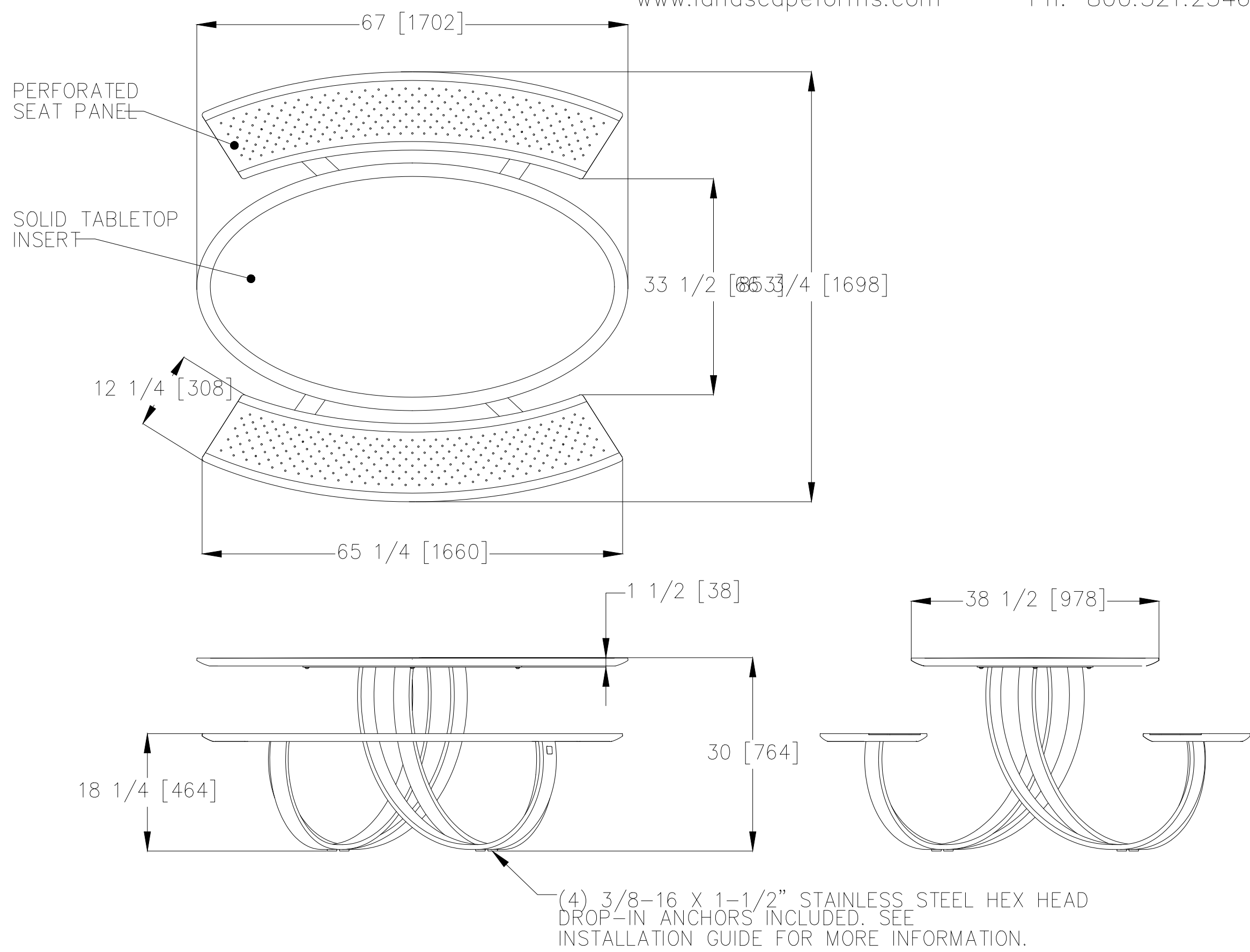


02 PET WASTE STATION
SCALE: 1"=1'-0"

Charlie
Picnic Table, 67in, Surface Mount, No Hole
Product Drawing

www.landscapeforms.com

Date: 10/16/2012
Ph: 800.521.2546



landscapeforms[®] Drawing: CI220-01
Dimensions are in inches [mm] * UNIT MUST BE SURFACE MOUNTED *

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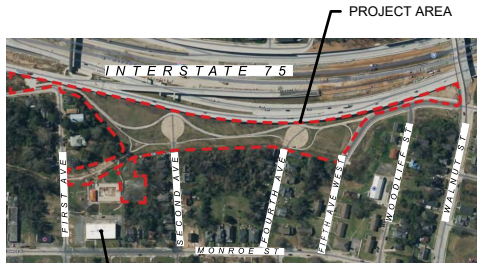
03 PICNIC TABLE BY LANDSCAPE FORMS OR APPROVED EQUAL
SCALE: NTS

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



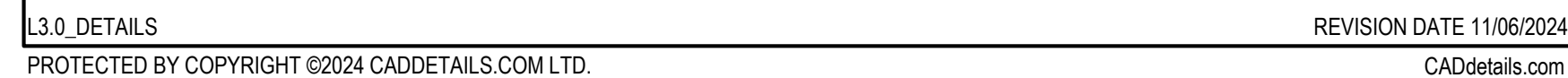
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

SITE DETAILS

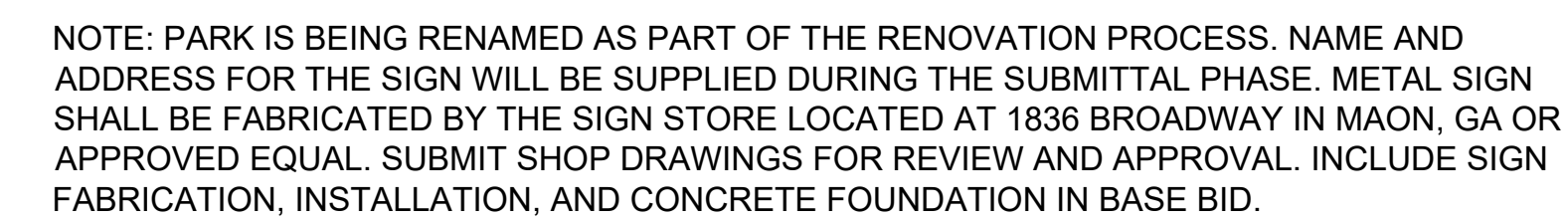
SHEET:

L3.0



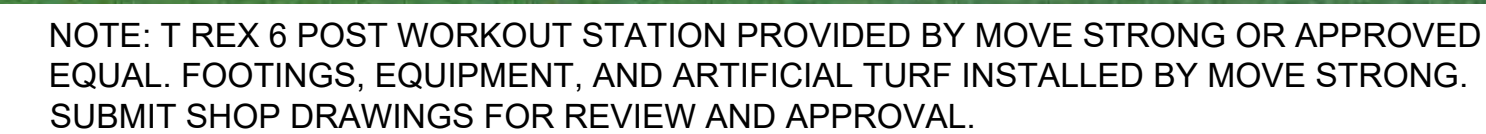
NOTE: DRINKING FOUNTAIN BY MOST DEPENDABLE FOUNTAINS OR APPROVED EQUAL

02 ADA ACCESSIBLE DRINKING FOUNTAIN



BID ALTERNATE - ADD LIGHTING TO THE SIGN PER ELECTRICAL DRAWINGS.

03 CITY STANDARD METAL PARK SIGN
SCALE: NTS



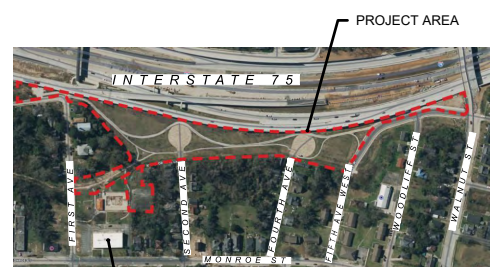
04 T REX OUTDOOR WORKOUT STATION

LINEAR PARK IMPROVEMENTS

986 COLE STREET
MACON, GA 31201
478.747.0250



KEY PLAN:

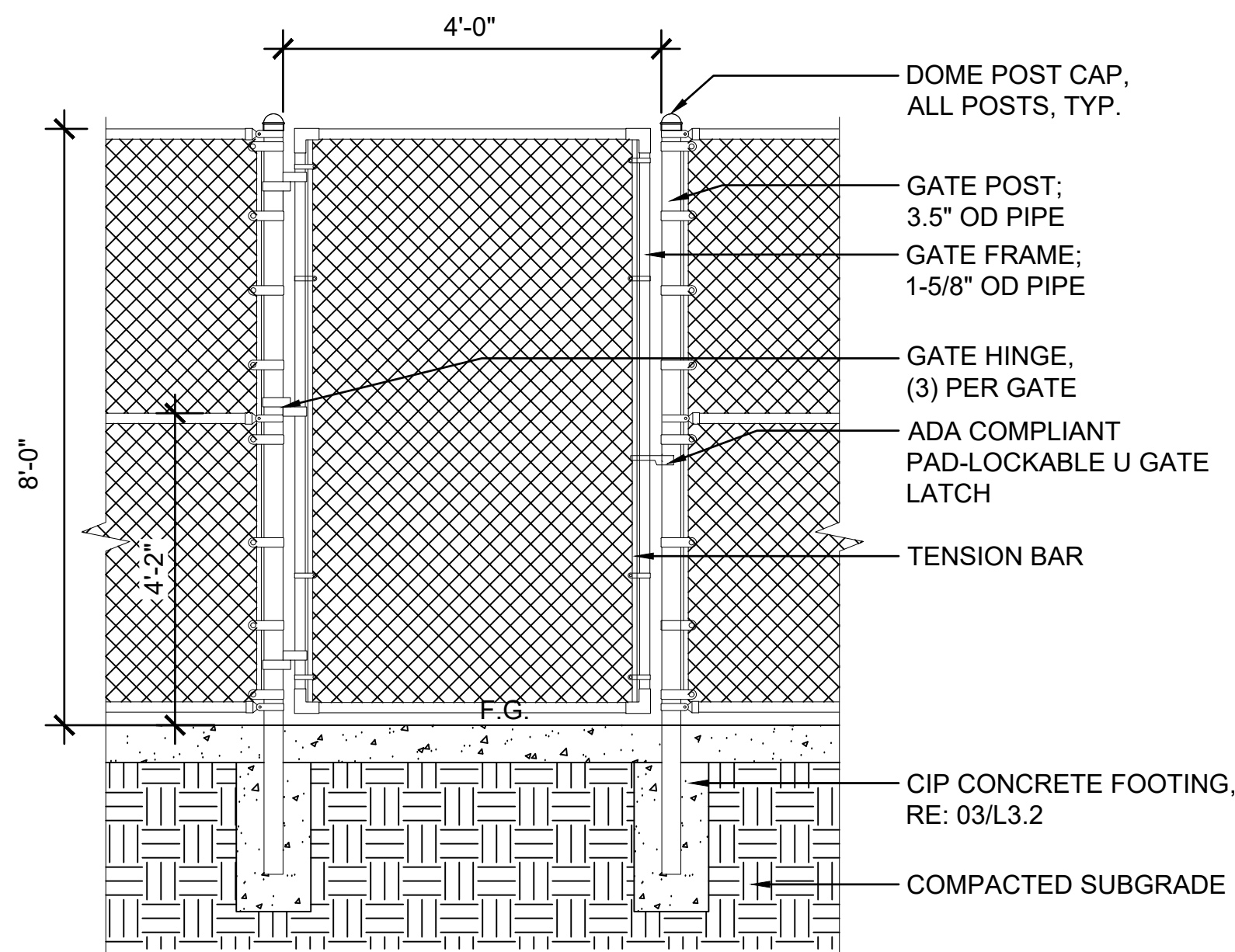
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DATE: OCTOBER 4, 2024

SITE DETAILS

SHEET:

L3.1

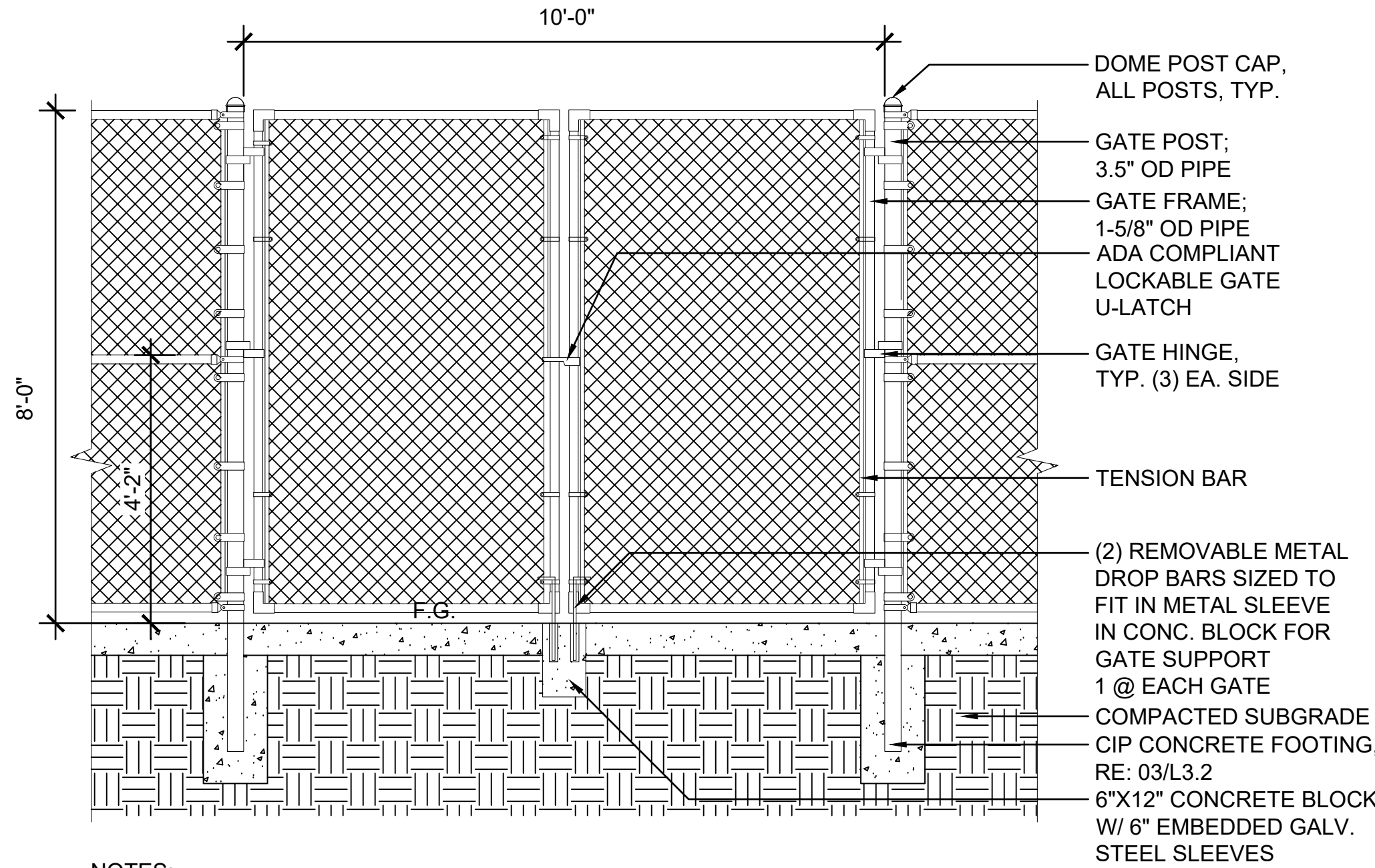


NOTES:

1. POSTS: 2-7/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING FOR END, CORNER, AND PULL POSTS.
2. RAILS: NEW RAILS TO BE 1-5/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING.
3. FABRIC: ALL SECTION(S)=2" #9 GA. CLASS 2 HOT DIP GALVANIZED COATED CHAIN LINK MESH.
4. FENCE TIES TO BE HOT DIP GALVANIZED COATED.
5. KNUCKLE SELVAGE BOTH TOP AND BOTTOM OF ALL CHAIN LINK FABRIC.
6. REFER TO SPECS FOR ADDITIONAL INFORMATION.

01 4' WIDE PEDESTRIAN GATE

SCALE: 1/2"=1'-0"

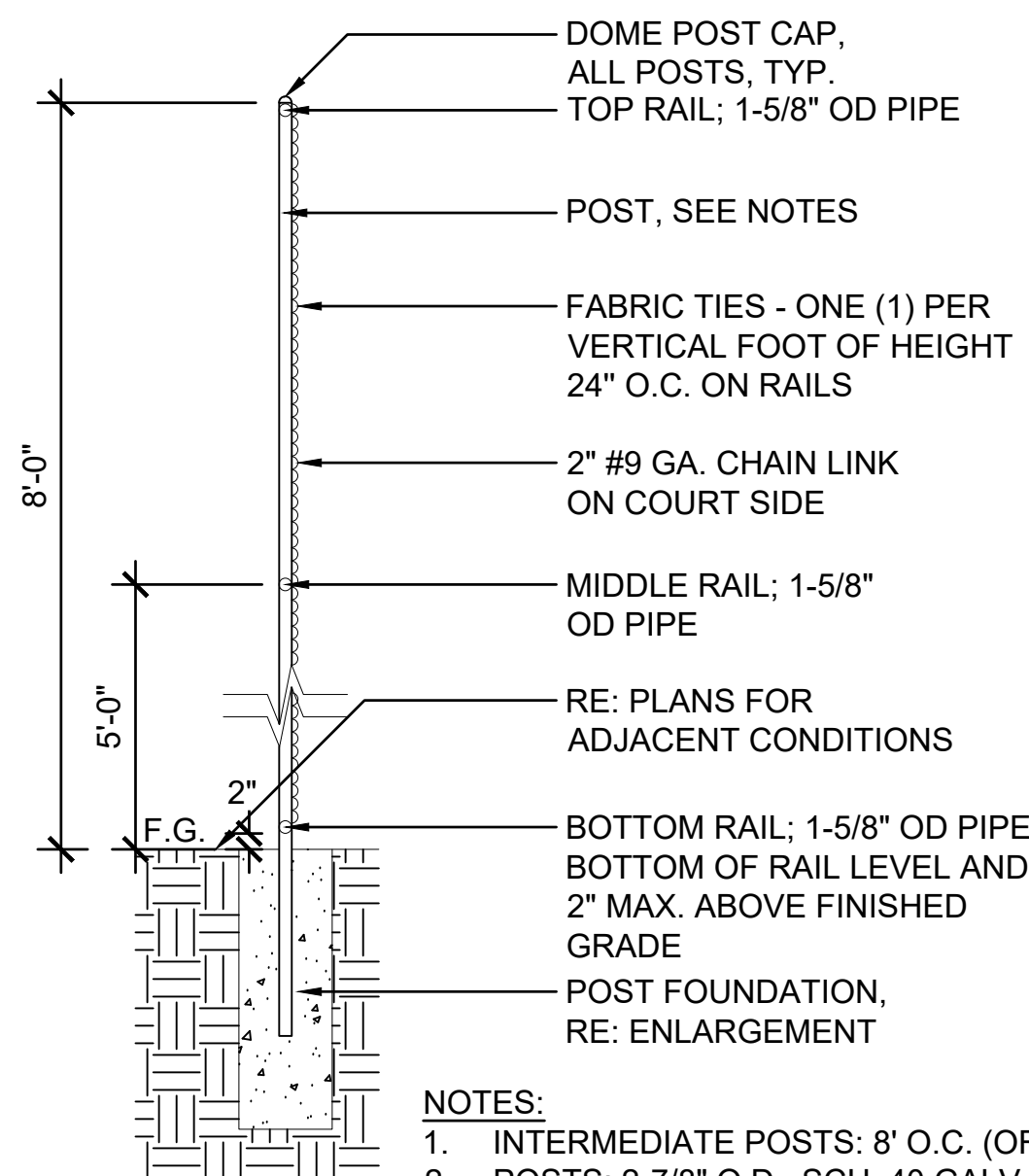


NOTES:

1. POSTS: 2-7/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING FOR END, CORNER, AND PULL POSTS.
2. RAILS: NEW RAILS TO BE 1-5/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING.
3. FABRIC: ALL SECTION(S)=2" #9 GA. CLASS 2 HOT DIP GALVANIZED COATED CHAIN LINK MESH.
4. FENCE TIES TO BE HOT DIP GALVANIZED COATED.
5. KNUCKLE SELVAGE BOTH TOP AND BOTTOM OF ALL CHAIN LINK FABRIC.
6. REFER TO SPECS FOR ADDITIONAL INFORMATION.

02 10' WIDE MAINTENANCE GATE

SCALE: 1/2"=1'-0"

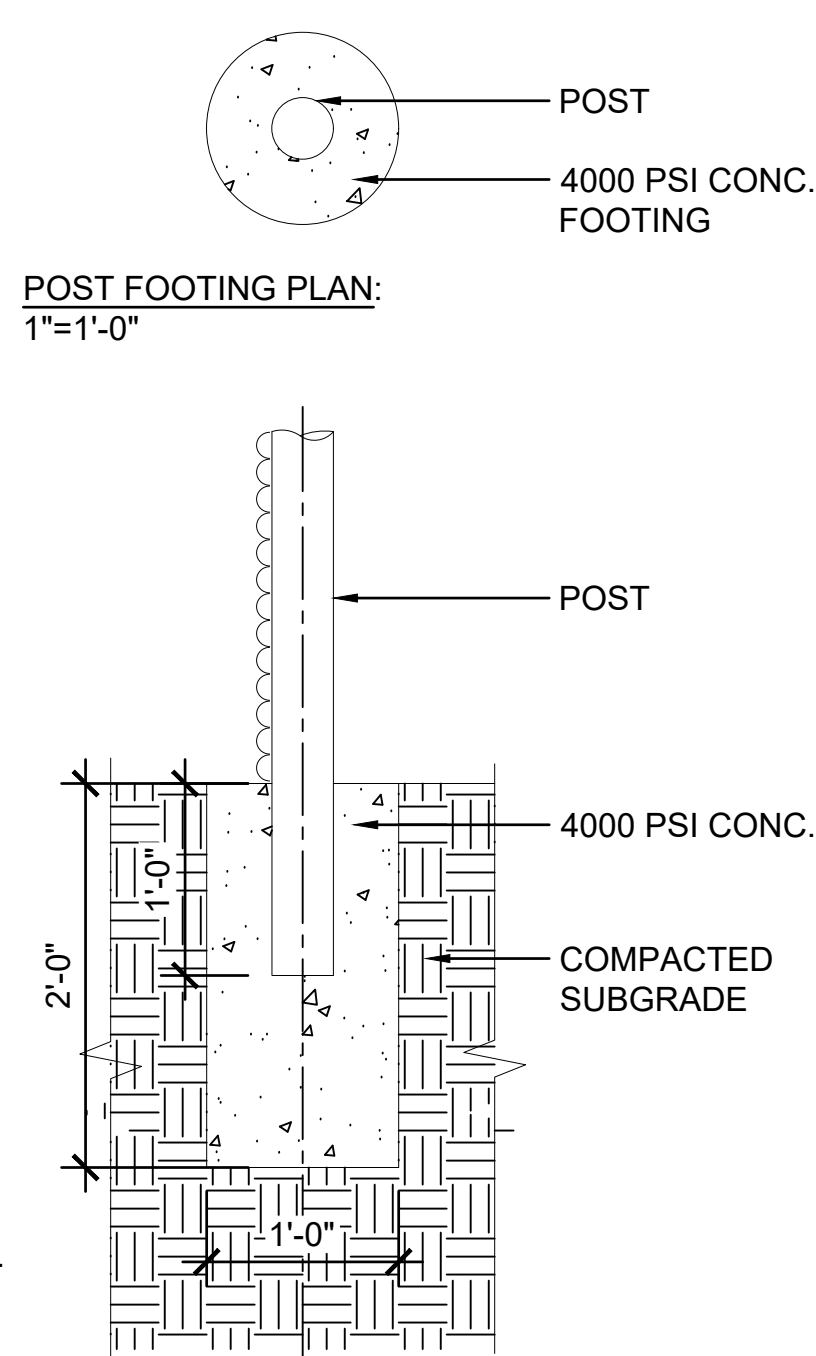


NOTES:

1. INTERMEDIATE POSTS: 8' O.C. (OR EQUAL SECTIONS)
2. POSTS: 2-7/8" O.D., SCH. 40 GALV. HOT DIP GALVANIZED COATING FOR ALL POSTS.
3. RAILS: NEW RAILS TO BE 1-5/8" O.D., SCH. 40 GALV. HOT DIP GALVANIZED COATING.
4. FABRIC: ALL SECTION(S)=2" #9 GA. GALVANIZED CLASS 2 CHAIN LINK MESH.
5. FENCE TIES TO BE GALV FINISH.
6. KNUCKLE SELVAGE BOTH TOP AND BOTTOM OF ALL CHAIN LINK FABRIC.
7. REFER TO SPECS FOR ADDITIONAL INFORMATION.

03 8'H CHAIN LINK FENCE AND FOOTING

SCALE: 1/2"=1'-0"

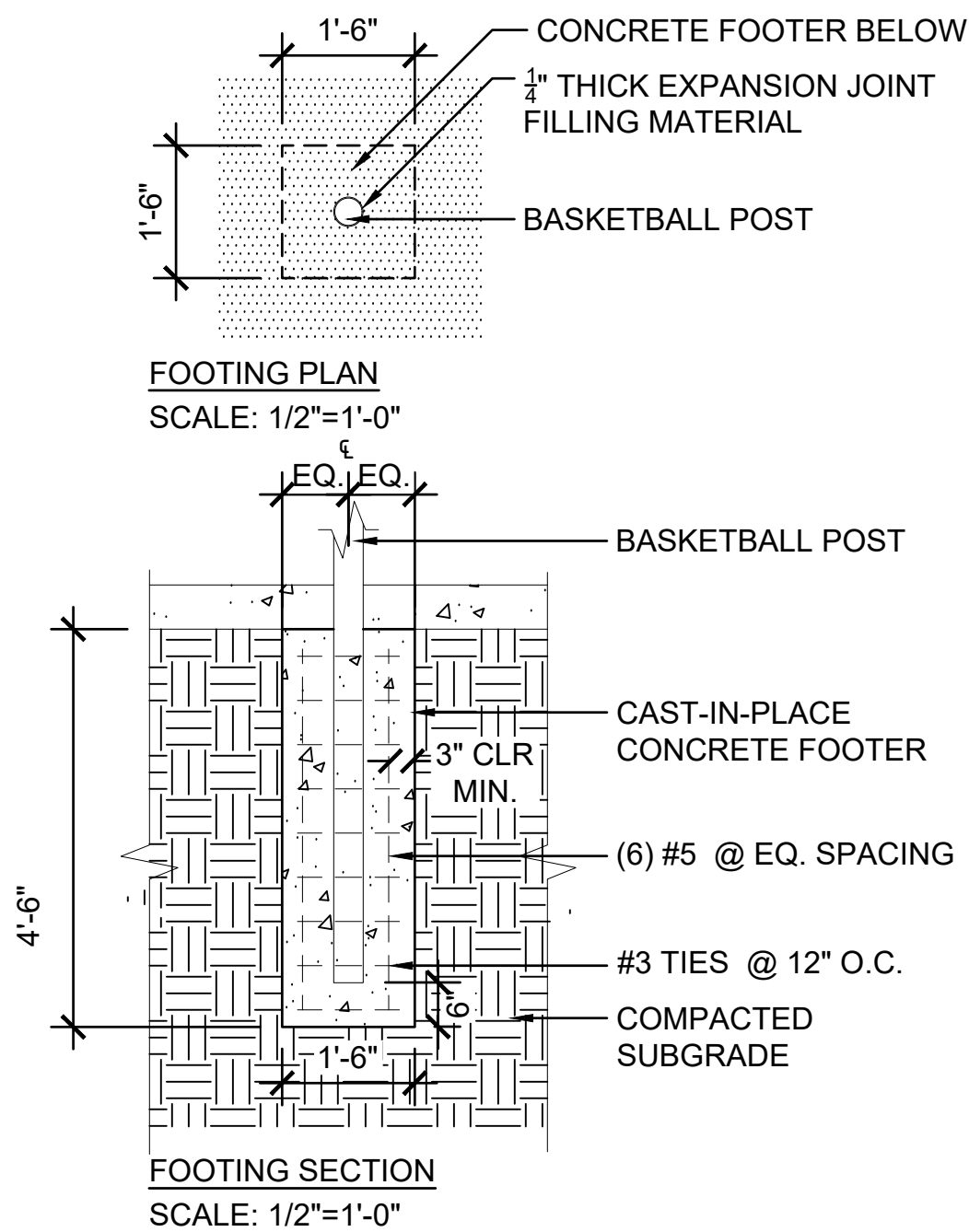


NOTE:

1. REFER TO MANUFACTURER'S INSTRUCTIONS AND SPECS FOR MORE INSTALLATION INFO.

04 BASKETBALL GOAL AND FOOTING

SCALE: 1/2"=1'-0"



FOOTING PLAN
SCALE: 1/2"=1'-0"

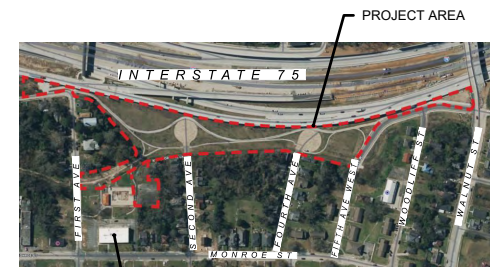
FOOTING SECTION
SCALE: 1/2"=1'-0"

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



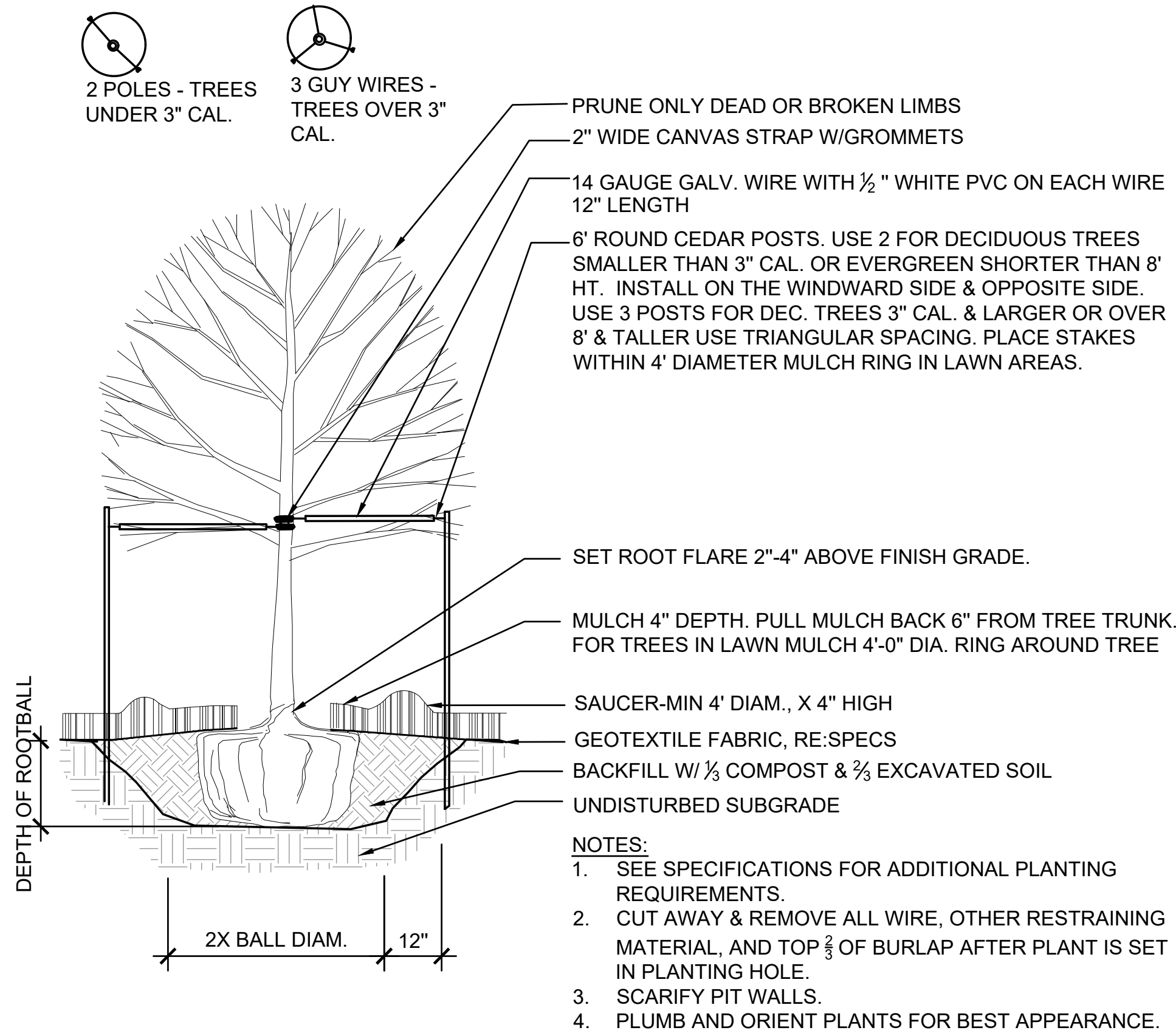
REVISIONS:		DESCRIPTION
#	DATE	

DATE: OCTOBER 4, 2024

BASKETBALL COURT
DETAILS

SHEET:

L3.2



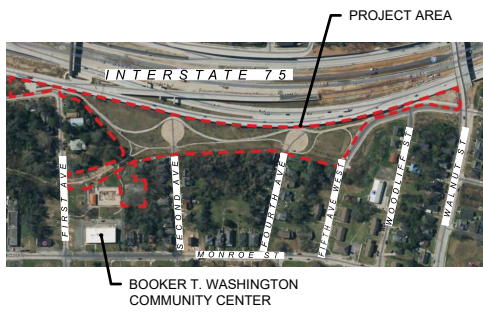
01 TREE PLANTING
SCALE: 1/2"=1'-0"

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



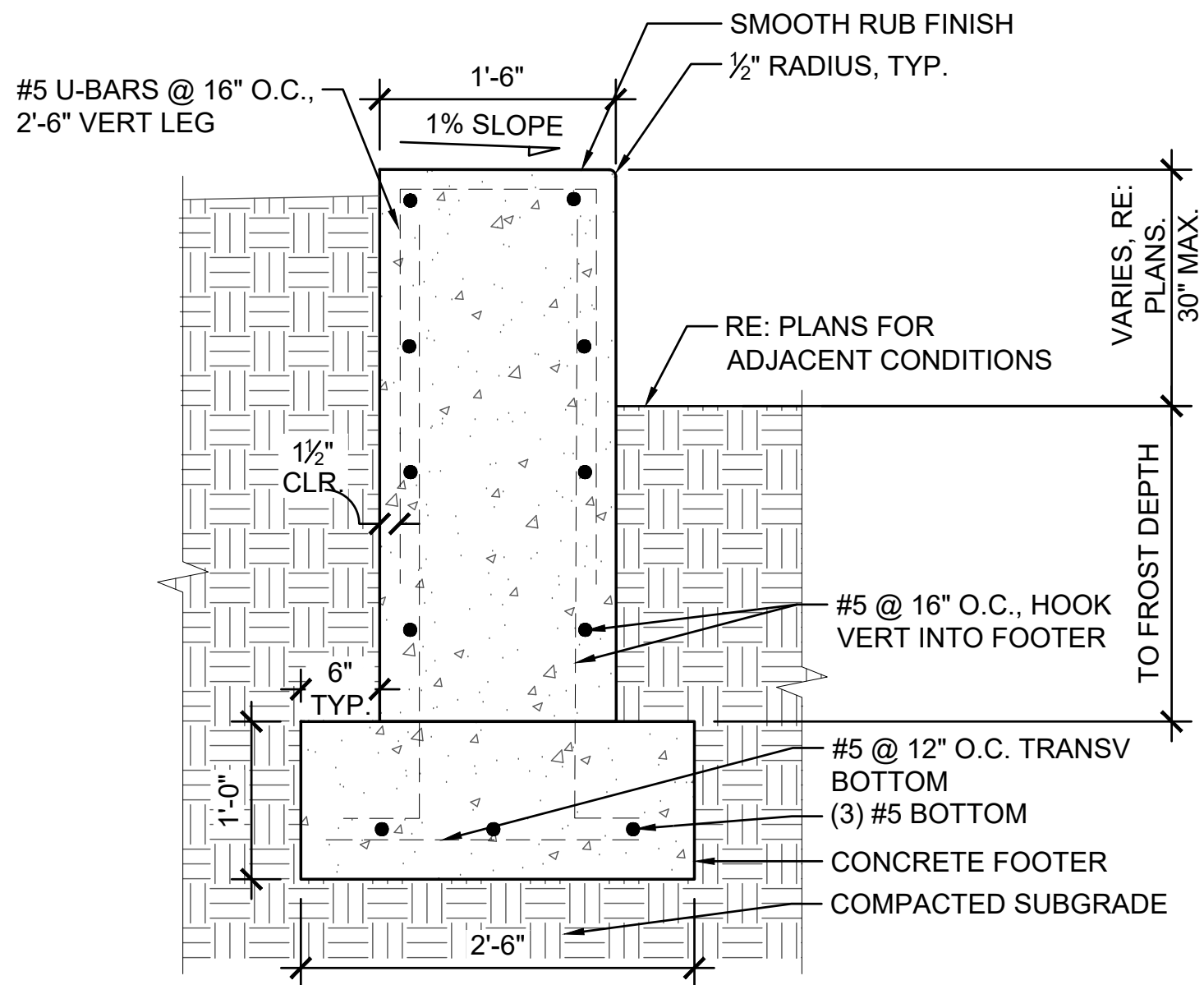
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

PLANTING DETAILS

SHEET:

L3.3



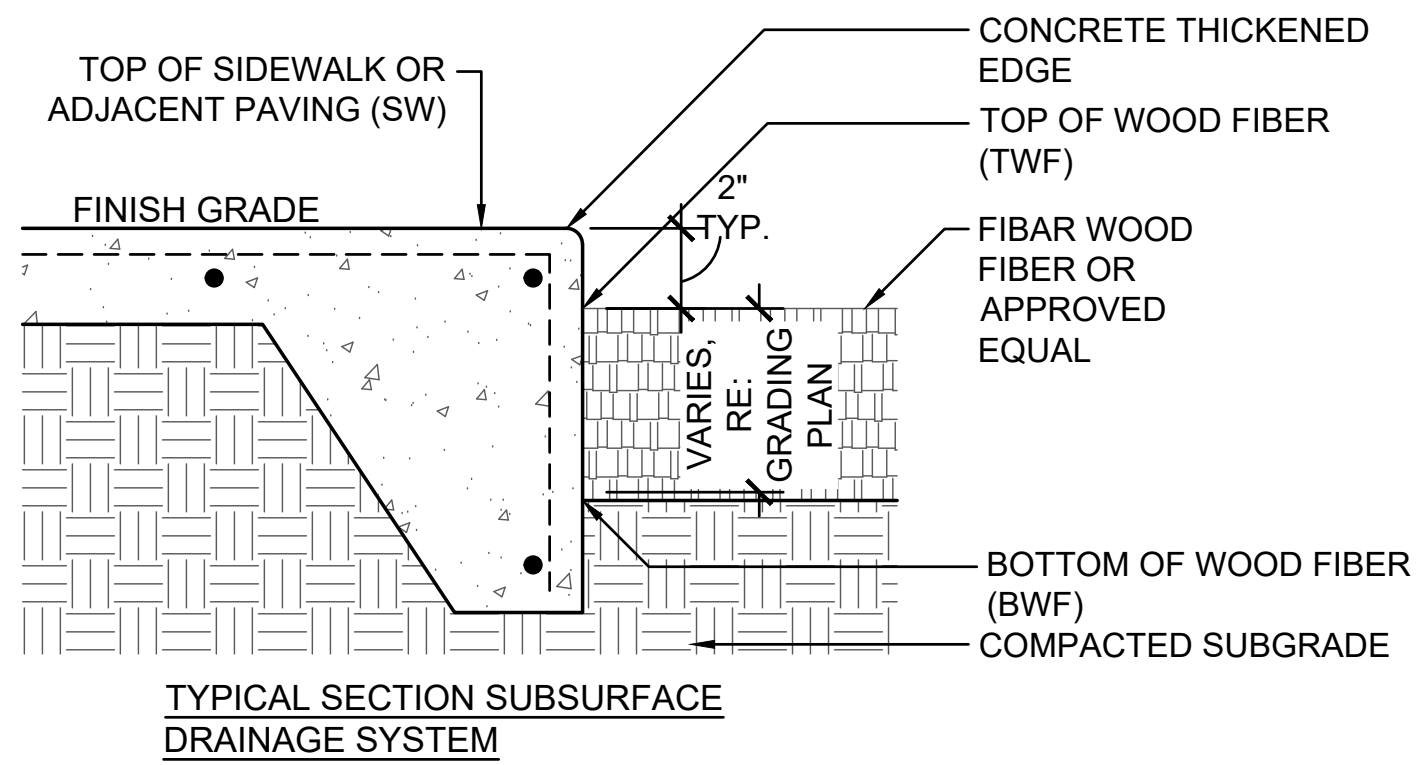
SECTION

NOTES:

1. REFERENCE GRADING PLAN FOR TOP OF WALL ELEVATIONS. CONTRACTOR SHALL VERIFY WALL ELEVATIONS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. SUBMIT SHOP DRAWINGS DEMONSTRATING PREFERRED CONSTRUCTION METHOD, REINFORCING, AND JOINTING FOR APPROVAL PRIOR TO BEGINNING WORK.
3. ALL VERTICAL AND HORIZONTAL EDGES OF CONCRETE TO INCLUDE 1/2" CHAMFER IF NOT OTHERWISE NOTED.

01 TERRACED CONCRETE SEATWALLS - ALTERNATE

SCALE: 1"=1'-0"

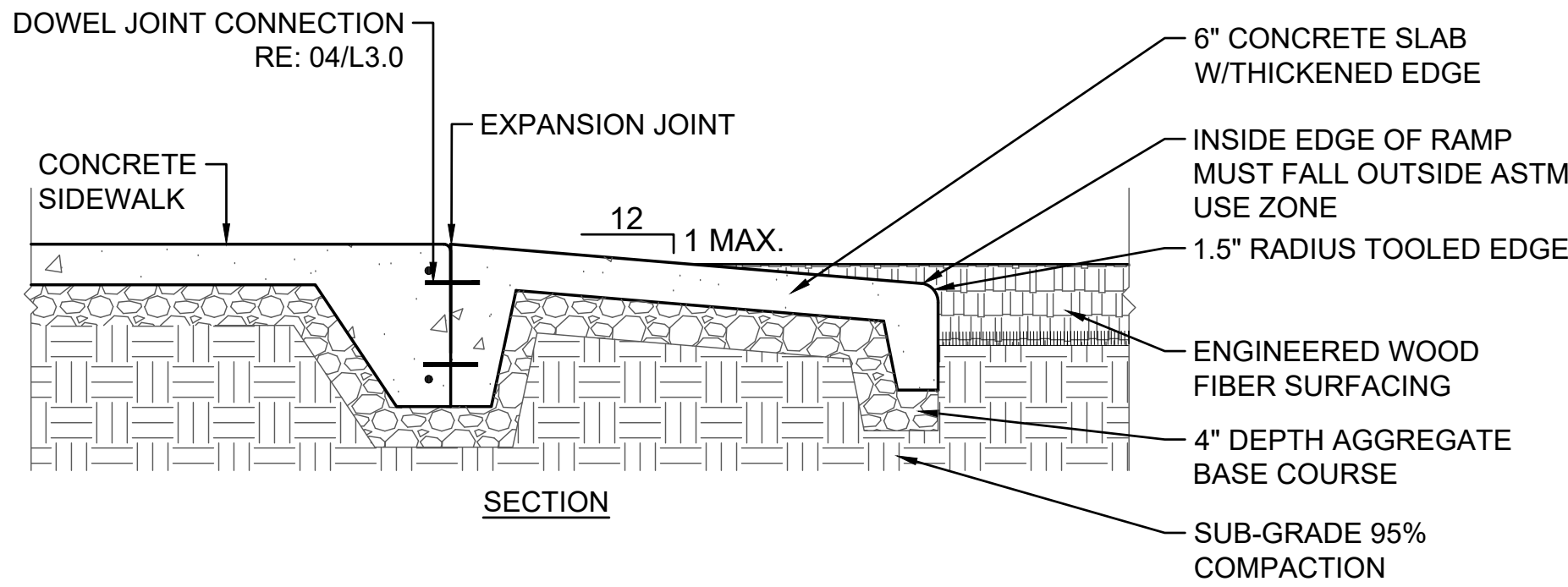
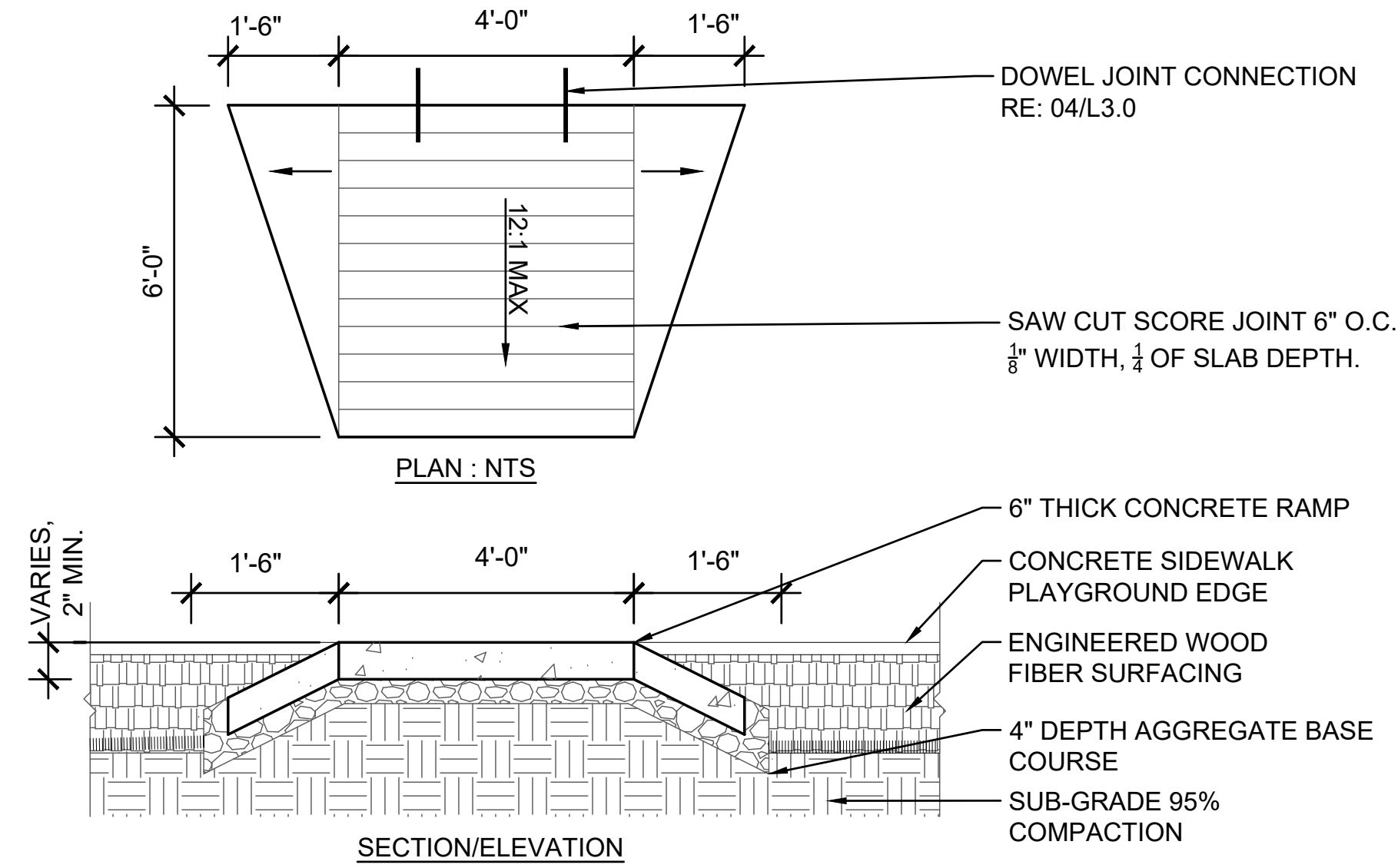


NOTES:

1. ENGINEERED WOOD FIBER BY FIBAR OR APPROVED EQUAL WITH 4" FIBER AFTER COMPACTION.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
3. CONTRACTORS MUST OBTAIN A LICENSE FROM FIBAR, INC. PRIOR TO CONSTRUCTION.

04 MUSIC PLAY AREA WOOD FIBER AND DRAIN- ALTERNATE

SCALE: 1"=1'-0"



02 MUSIC PLAY AREA RAMP - ALTERNATE

SCALE: 1/2"=1'-0"



Melody Chimes

NOTE: MELODY CHIMES BY PLAY TIME OR APPROVED EQUAL INCLUDES FOOTINGS PER MANUFACTURER RECOMMENDATIONS

05 MELODY CHIMES - ALTERNATE

SCALE: NTS

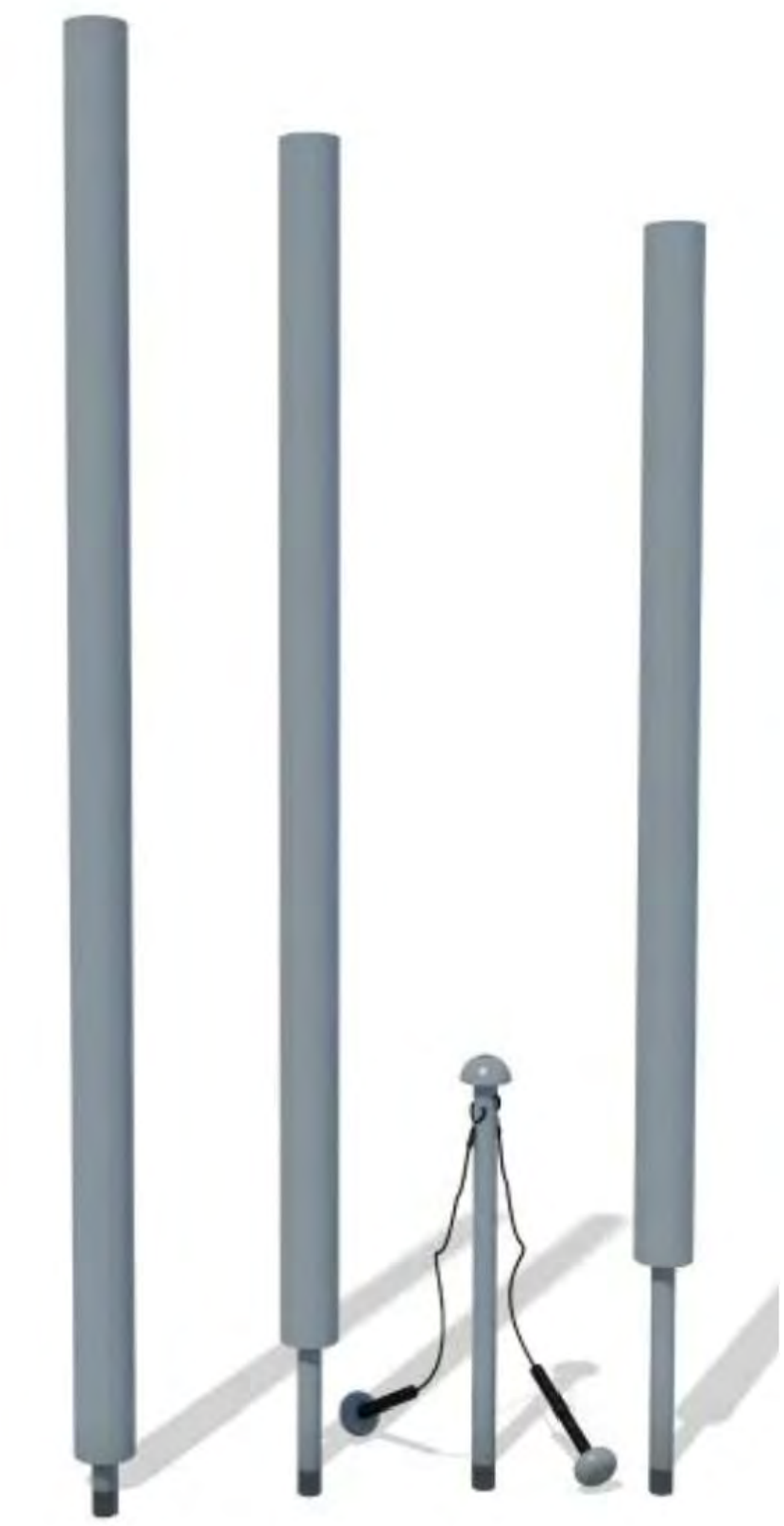


Drum Circle

NOTE: DRUM CIRCLE BY PLAY TIME OR APPROVED EQUAL INCLUDES FOOTINGS PER MANUFACTURER RECOMMENDATIONS

06 DRUM CIRCLE - ALTERNATE

SCALE: NTS



03 HARMONIC CHIMES SET OF 3 - ALTERNATE

SCALE: NTS

NOTE: HARMONIC CHIMES BY PLAY TIME OR APPROVED EQUAL INCLUDES FOOTINGS PER MANUFACTURER RECOMMENDATIONS

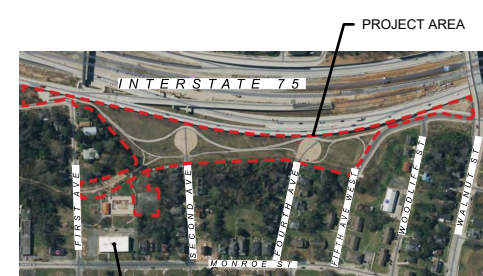
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ALTERNATE DETAILS

SHEET:

L3.4

PROJECT INFORMATION:
LAND LOT 200, 13TH LAND DISTRICT, MACON-BIBB COUNTY, GA
PARCEL NUMBER: Q073-0866
TOTAL PROPERTY AREA: 5.35 ACRES
PROPERTY ADDRESS: 1494 2ND AVENUE
DISTURBED AREA = 1.6 ACRES
PRE DEVELOPED IMPERVIOUS = 2.14 ACRES
POST DEVELOPED IMPERVIOUS = 2.44 ACRES

RECEIVING WATERS FOR THIS PROJECT: THIS PROPERTY FLOWS DIRECTLY INTO VINEVILLE BRANCH. VINEVILLE BRANCH IS NOT AN IMPAIRED STREAM ACCORDING TO EPD'S WEBSITE.

OWNER / DEVELOPER:
PARKS AND BEAUTIFICATION
327 LOWER POPLAR STREET
MACON, GA 31201
CONTACT: MICHAEL GLISSON
PHONE: (478) 954-5063

DESIGNER:
CUNNINGHAM & COMPANY ENGINEERS
435 SECOND STREET, SUITE 201
MACON, GA 31201
CLEVE CUNNINGHAM (P.E. # 20508)
478-808-9005

PROJECT DESCRIPTION:
THIS SITE IS CURRENTLY DEVELOPED AS A RESIDENTIAL PARK. SITE DOES NOT CONTAIN EXISTING BUILDINGS BUT DOES CONTAIN EXISTING SIDEWALK AND PAVING. PROPOSED IMPROVEMENTS TO THE SITE WILL CONSIST OF DEMOLISING THE EXISTING BASKETBALL COURT AND CONSTRUCTION NEW BASKETBALL COURT, INSTALLING NEW CONCRETE PADS FOR PAVILIONS, INSTALLING NEW PLAYGROUND, AND CONSTRUCTING NEW 10' WIDE BICYCLE PATH.

TWO (2) PROPOSED ENHANCE SWALES WILL PROVIDE WATER QUALITY TREATMENT.

BOUNDARY & TOPOGRAPHIC SURVEYS BY SURVEY AND MAPPING, LLC (SAM)
COORDINATES GIVEN ARE GEORGIA STATE PLANE, WEST ZONE.
ELEVATIONS ARE BASED ON NAVD83 DATUM

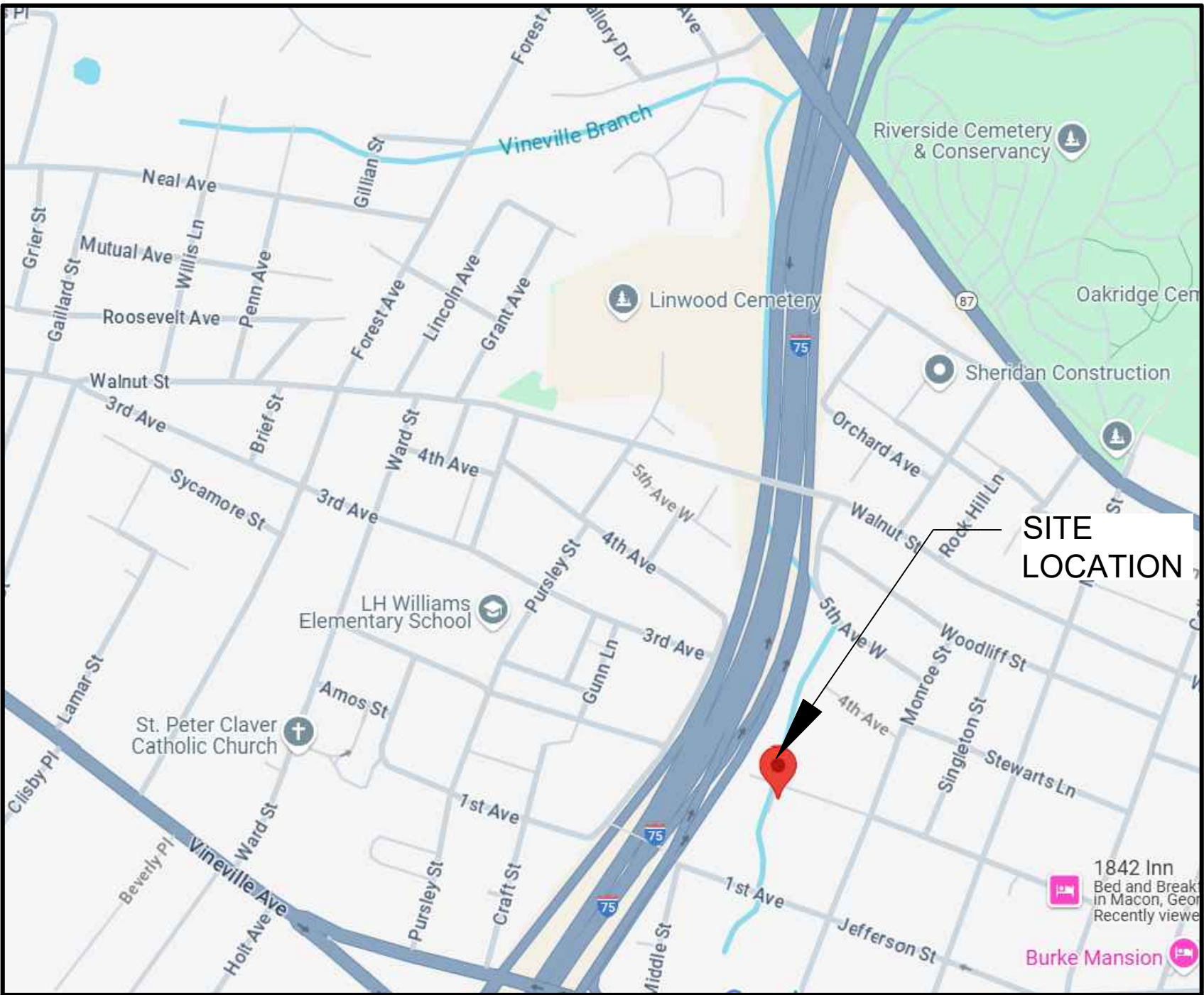
IRRIGATION WATER AND SEWER QUANTITIES
PRIVATE
1 1/2" WATER SERVICE : ± 1,716 LF
1 1/2" RPZ BF PREVENTER: 1 EA

ENGINEER'S STATEMENT
THE DESIGN SUBMITTAL INCLUDES REQUIREMENTS OF THE BEST MANAGEMENT PRACTICES AS SET FORTH IN THE GSMM AND AS REQUIRED BY THE LOCAL ORDINANCE.

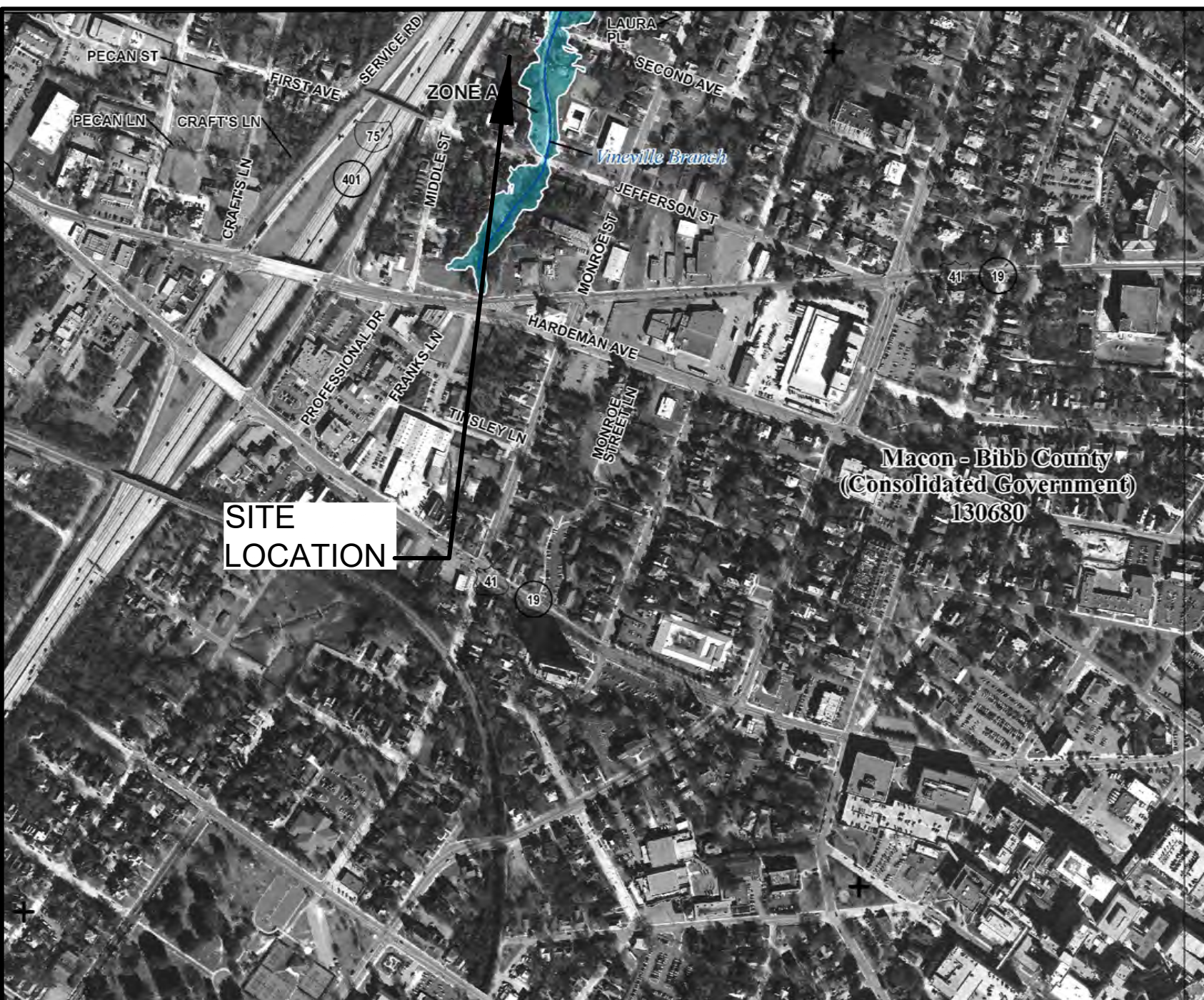
STORMWATER QUALITY STATEMENT
THE DESIGN SUBMITTAL PACKAGE INCLUDES STORMWATER QUALITY TREATMENT, DESIGNED TO TREAT THE IMPERVIOUS STORMWATER RUNOFF RESULTING FROM A RAINFALL DEPTH OF 1.2" AND TO REDUCED AVERAGE ANNUAL POST-DEVELOPMENT TOTAL SUSPENDED SOLID LOADING BY 80%.

DOWN STREAM ANALYSIS STATEMENT
DOWNSTREAM HYDROLOGIC ANALYSIS IS DETERMINED TO HAVE NO IMPACT ON DOWNSTREAM CONDITIONS BASED UPON THE POST DEVELOPMENT RUNOFF.

HYDROLOGY CERTIFICATION STATEMENT
I, CLEVE CUNNINGHAM, P.E. A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF GEORGIA, HERE BY CERTIFY THAT THE GRADING AND DRAINAGE PLANS FOR THE PROJECT LOCATED AT 1494 2nd AVE, MACON GA, FOR PROPOSED LINEAR PARK IMPROVEMENTS HAVE BEEN PREPARED UNDER MY SUPERVISION, AND STATE THAT IN MY OPINION, THE CONSTRUCTION OF THE SAID PROJECT WILL NOT PRODUCED STORM DRAINAGE CONDITIONS THAT WILL CAUSE OR ADVERSELY AFFECT THE SURROUNDING AND DOWNSTREAM PROPERTIES.



LOCATION MAP N.T.S.



BIBB COUNTY FEMA MAP N.T.S.

OWNER / PRIMARY PERMITTEE
PARKS AND BEAUTIFICATION
327 LOWER POPLAR ST.
MACON, GA. 31201
PHONE: (478) 954-5063
EMAIL: mglisson@maconbibb.us

24 HR CONTACT
MICHAEL GLISSON
PHONE: (478) 954-5063
EMAIL: mglisson@maconbibb.us

SEPTEMBER 24, 2024
REVISED: 10/15/24 (AS PER MWA'S REVIEW COMMENTS)

CONSTRUCTION EXIT
GPS LOCATION
N 32.84343
W -83.64277

NOTE:
ALL PROPOSED UTILITIES BEYOND
PROPOSED METER ARE PRIVATE.

CONSTRUCTION PLANS

LINEAR PARK IMPROVEMENTS

1494 2ND AVENUE

MACON-BIBB COUNTY, GEORGIA

FOR

PARKS AND BEAUTIFICATION

FLOOD HAZARD NOTE:
ACCORDING TO FLOOD PANEL 13021C0134G, REVISED ON 06/07/2017, THIS PROPERTY DOES CONTAIN 100 YEAR FLOODPLAIN.

STATE WATERS NOTE: THERE ARE STREAM BUFFERS LOCATED ON THIS PROPERTY AND WITHIN 200 FEET OF THIS PROPERTY (SEE SITE PLANS). THE LAND OWNER HAS BEEN ADVISED THAT LAND DISTURBANCE OF STATE BUFFERS SHALL NOT OCCUR UNLESS THE APPROPRIATE VARIANCE HAS BEEN OBTAINED.

WETLANDS NOTE:
THIS SITE DOES NOT CONTAIN WETLANDS.

NOTES:
1) NOTIFY THE FOLLOWING AGENCIES 24 HOURS IN ADVANCE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
A. MACON WATER AUTHORITY.
B. BIBB COUNTY

CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS AND THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).

IN THE CASE OF CONFLICTS OR DISCREPANCIES, CONTRACTOR SHALL DISCUSS WITH THE ENGINEER BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE DRAWINGS.

MWA STANDARD NOTES:

- THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INVESTIGATION / INSPECTION / REHABILITATION AND LOCATION OF ALL WATER SERVICE(S) INCLUDING METER BOX(S) & SEWER STUB OUT PRIOR TO THE PREPARATION OF THIS LOT(S). OWNER WILL BE RESPONSIBLE FOR ANY DAMAGES TO ANY WATER SERVICE(S), BOX(S) OR SEWER STUB OUT AT ANY TIME.
- THE OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND ASSOCIATED CONVEYANCE STRUCTURES/PRACTICES (I.E. DETENTION PONDS, PIPES NOT WITHIN PUBLIC RIGHT-OF-WAY, INLETS, OUTLETS, RIPRAP, ETC.) WILL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. THESE FACILITIES AND STRUCTURES SHALL BE KEPT CLEAR OF TRASH, DEBRIS, OR ANY OBSTRUCTIONS THAT WOULD PREVENT PROPER FUNCTION OF THE DRAINAGE SYSTEM."
- OWNER/ENGINEER/DEVELOPER WILL BE RESPONSIBLE FOR VERIFYING ANY ADDITIONAL PERMIT REQUIREMENTS FROM EPD/USACE OR ANY OTHER GOVT. AGENCY.
- FEMA PERMIT FROM MWA WILL BE REQUIRED. OWNER/DEVELOPER WILL BE RESPONSIBLE.
- ALL UTILITY WILL BE ON PRIVATE SIDE - NO ADDITIONAL WATER SERVICE -SEWER TAP REQUIRED.
- ALL THE WORKS WILL BE PERFORM AS PER MWA STANDARD & SPECIFICATION.
- CONTRACTOR SHALL NOTIFY THE MACON WATER AUTHORITY INSPECTIONS DEPARTMENT 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. CALL CHIEF INSPECTOR JOEL HERNDON AT 478-464-5639.
- THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ALL WATER MAINS, INSTALLING ALL FIRE HYDRANTS, EXTENDING ALL SS MAINS & MANHOLES, AND PROVIDING ALL MATERIALS INCLUDING, BUT NOT LIMITED TO: APPURTENANCES & FITTINGS, PIPE, REDUCERS, FIRE HYDRANTS, MANHOLES, VALVES, TAPPING SLEEVE, TEE, BOX, ETC.
- ALL BACKFLOW PREVENTION AND EXTENDING OF WATER SERVICE THROUGH THE PROPERTY WILL BE PERFORMED BY THE OWNER'S CONTRACTOR.
- A "CERTIFIED BACKFLOW PREVENTION TESTER" SHALL TEST THE BACKFLOW PREVENTERS AT THE TIME OF INSTALLATION AND YEARLY THEREAFTER. A COPY OF THE REPORTS MUST BE SUBMITTED TO THE MACON WATER AUTHORITY. ATTN: ADRIENNE ONIBE, VIA EMAIL (BACKFLOW@MACONWATER.ORG). ALL BACKFLOW PREVENTION DEVICES MUST BE INSTALLED AND TESTED WITHIN SEVEN (7) BUSINESS DAYS AFTER METER INSTALLATIONS AND ESTABLISHED USE OF THE METER ACCOUNTS. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN COMPLIANCE CHARGES (\$100.00 PER DAY) AND/OR TERMINATION OF WATER SERVICE.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR SHALL PLACE BLACK PLASTIC BAGS OVER TOP OF ALL OUT-OF-SERVICE FIRE HYDRANTS UNTIL THE HYDRANTS ARE IN SERVICE.

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
C-0.0	COVER
C-1.0	EXISTING CONDITIONS
C-2.0	OVERALL LARGE SCALE VIEW
C-3.0	GRADING AND DRAINAGE PLAN
C-3.0A	GRADING AND DRAINAGE PLAN
C-3.0B	GRADING AND DRAINAGE PLAN
C-3.0C	GRADING AND DRAINAGE PLAN
C-4.0	WATER PLAN
C-5.0	NOTES NOTES
C-5.0A	EROSION & SEDIMENTATION CONTROL NOTES & CHECKLIST
C-5.1	ES&PC PLAN (ALL PHASES)
C-5.2 - C-5.5	ES&PC DETAILS
C-6.0	CONSTRUCTION DETAILS



LINEAR PARK IMPROVEMENTS

MACON, GA 31201



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



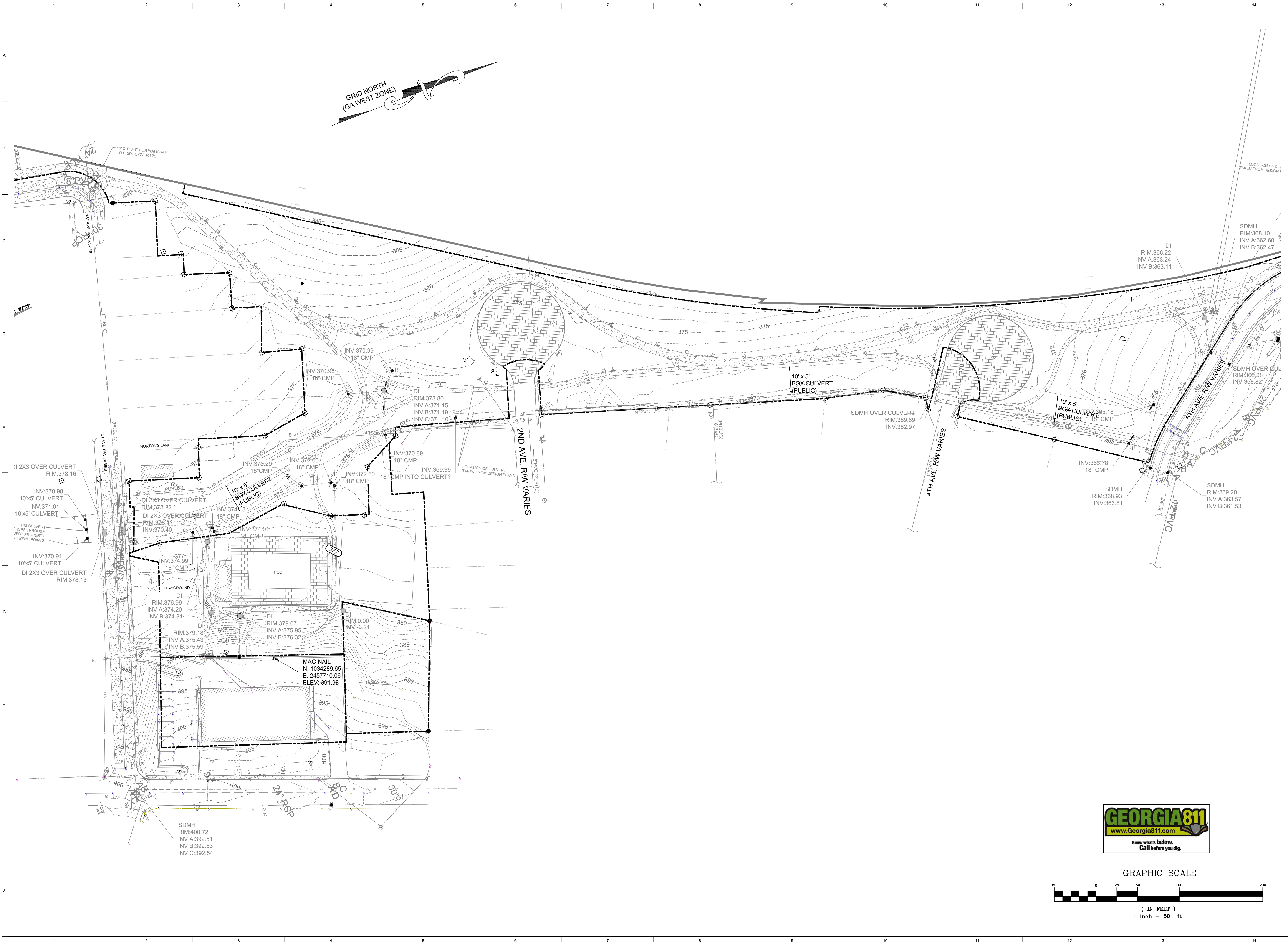
REVISIONS:
DATE: 10/15/24
DESCRIPTION: REVISED AS PER MWA REVIEW

DATE: OCTOBER 4, 2024

COVER SHEET

SHEET:

C-0.0



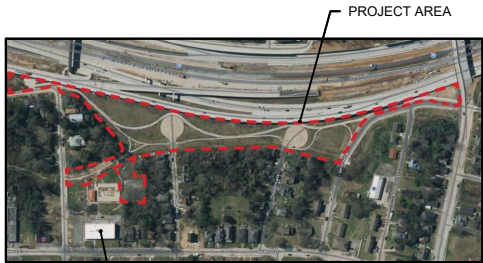
LINEAR PARK IMPROVEMENTS

MACON, GA
31201



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KEY PLAN:



REVISIONS:

#	DATE	DESCRIPTION

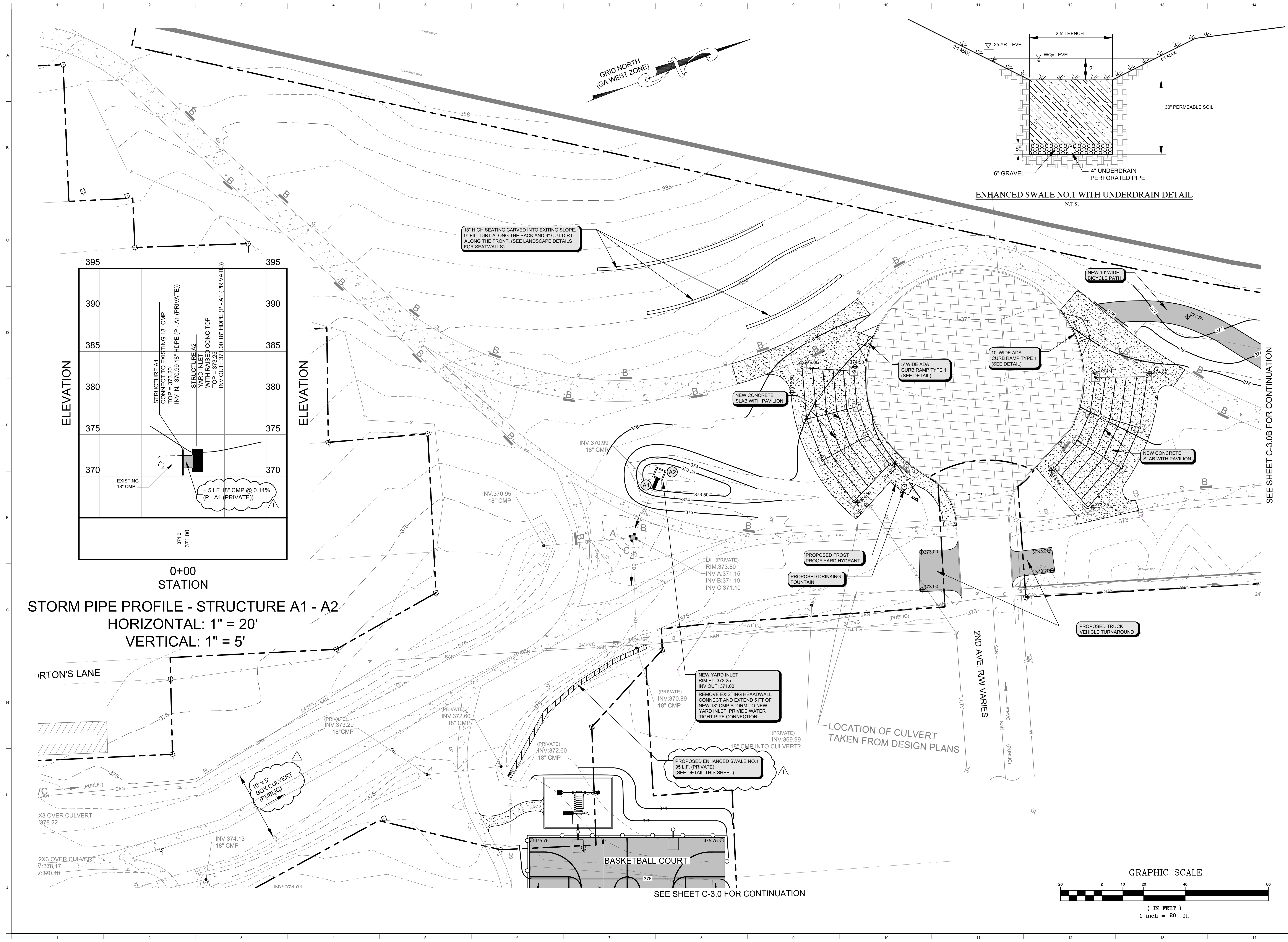
DATE: OCTOBER 4, 2024

EXISTING
CONDITION

SHEET:

C-1.0

F:\Archive Engineering Projects - C & C\2024 Projects\Linear Park\Design\Linear Park - Master.dwg, 10/15/2024 1:01:44 PM



LINEAR PARK IMPROVEMENTS

MACON, GA
31201



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



REVISIONS:

NO.	DATE	DESCRIPTION
1	10/15/24	REVISED AS PER MWA REVIEW

DATE: OCTOBER 4, 2024

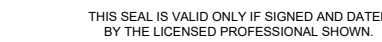
GRADING AND
DRAINAGE PLAN

SHEET:

C-3.0A



MACON, GA
31201

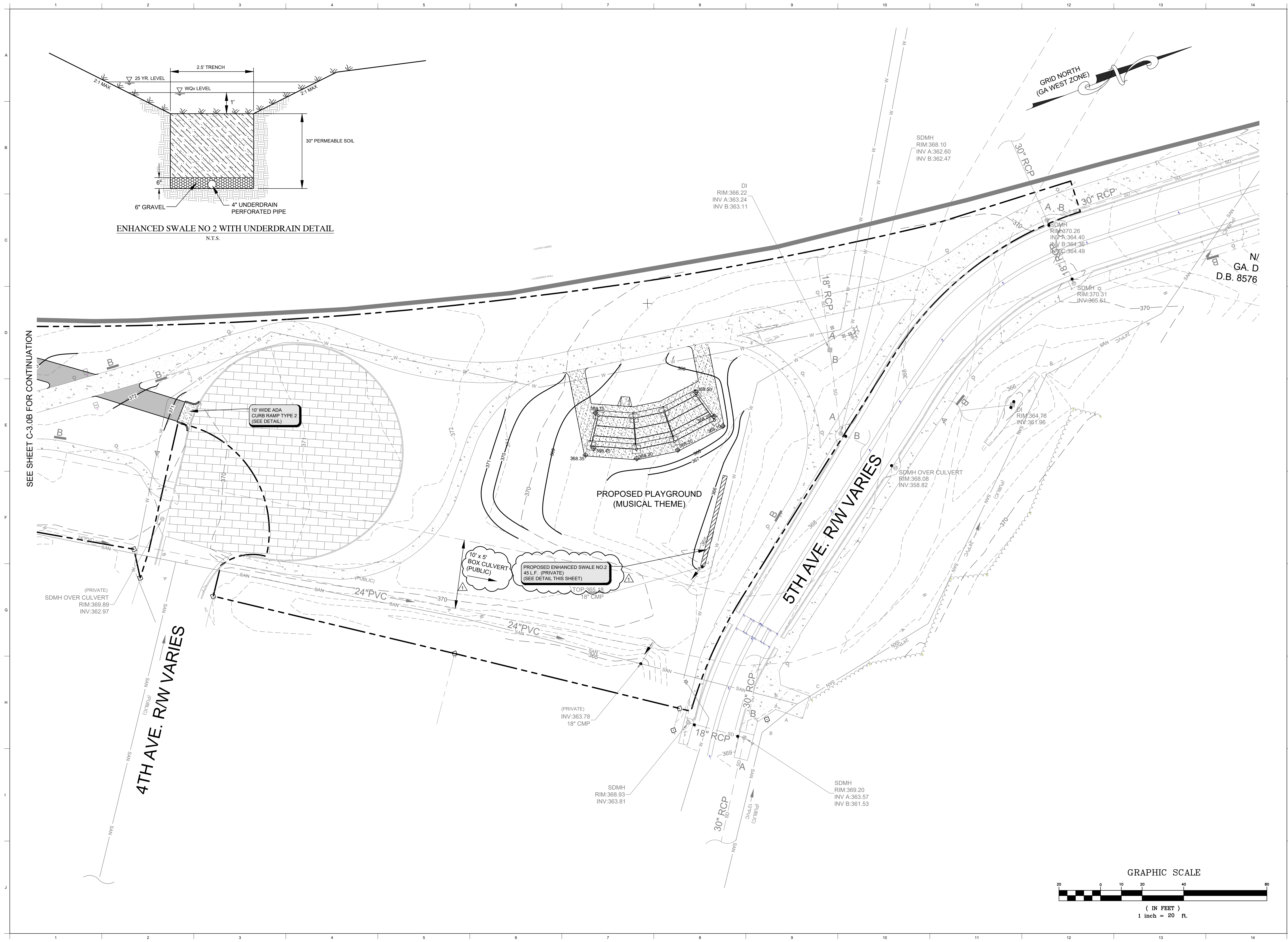


This aerial photograph shows a multi-lane highway interchange. A red dashed line is drawn across the image, indicating the proposed tolling area. The line follows the curve of the interchange, encompassing the main lanes of travel. The surrounding area includes green trees and some buildings.

[illegible]

GRADING AND DRAINAGE PLAN

C-3.0B



LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



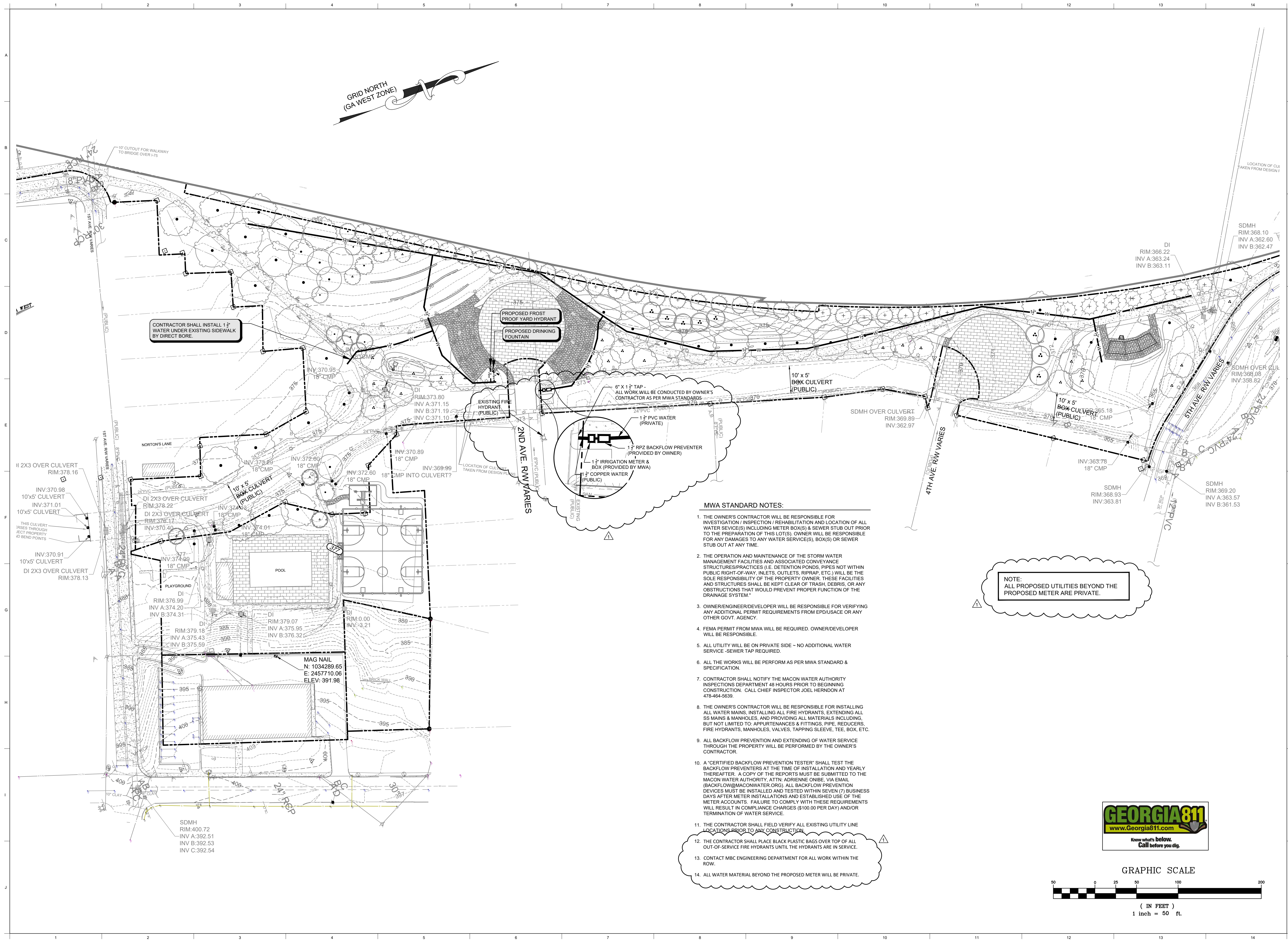
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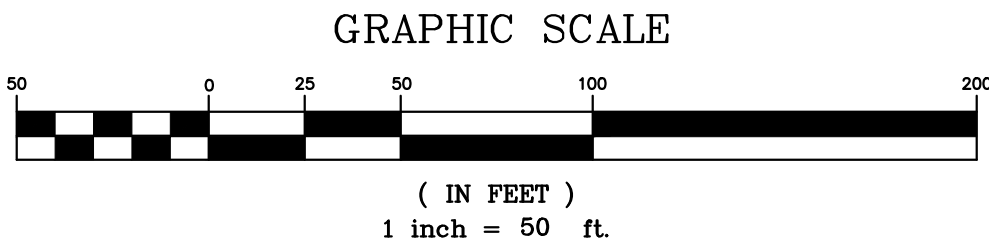
GRADING AND
DRAINAGE PLAN

SHEET:

C-3.0C

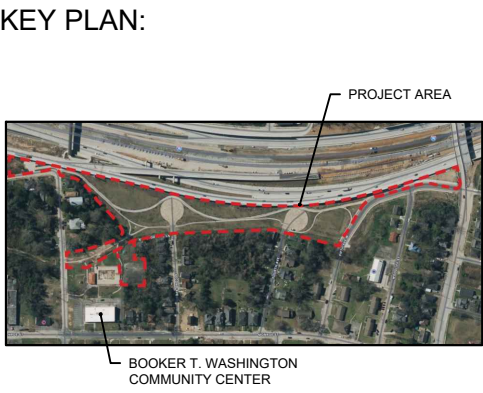
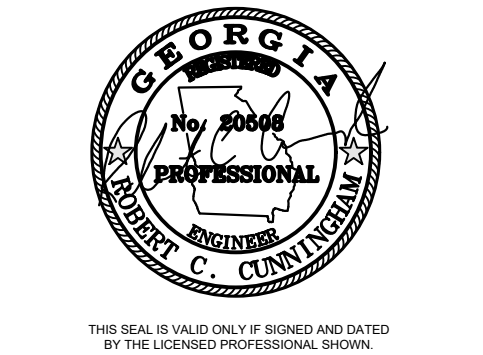


- MWA STANDARD NOTES:**
1. THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INVESTIGATION / INSPECTION / REHABILITATION AND LOCATION OF ALL WATER SERVICE(S) INCLUDING METER BOX(S) & SEWER STUB OUT PRIOR TO THE PREPARATION OF THIS LOT(S). OWNER WILL BE RESPONSIBLE FOR ANY DAMAGES TO ANY WATER SERVICE(S), BOX(S) OR SEWER STUB OUT AT ANY TIME.
 2. THE OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND ASSOCIATED CONVEYANCE STRUCTURES/PRACTICES (I.E. DETENTION PONDS, PIPES NOT WITHIN PUBLIC RIGHT-OF-WAY, INLETS, OUTLETS, RIPRAP, ETC.) WILL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. THESE FACILITIES AND STRUCTURES SHALL BE KEPT CLEAR OF TRASH, DEBRIS, OR ANY OBSTRUCTIONS THAT WOULD PREVENT PROPER FUNCTION OF THE DRAINAGE SYSTEM."
 3. OWNER/ENGINEER/DEVELOPER WILL BE RESPONSIBLE FOR VERIFYING ANY ADDITIONAL PERMIT REQUIREMENTS FROM EPD/USACE OR ANY OTHER GOVT. AGENCY.
 4. FEMA PERMIT FROM MWA WILL BE REQUIRED. OWNER/DEVELOPER WILL BE RESPONSIBLE.
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 6. ALL THE WORKS WILL BE PERFORM AS PER MWA STANDARD & SPECIFICATION.
 7. CONTRACTOR SHALL NOTIFY THE MACON WATER AUTHORITY INSPECTIONS DEPARTMENT 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. CALL CHIEF INSPECTOR JOEL HERNDON AT 478-464-9638.
 8. THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ALL WATER MAINS, INSTALLING ALL FIRE HYDRANTS, EXTENDING ALL SS MAINS & MANHOLES, AND PROVIDING ALL MATERIALS INCLUDING, BUT NOT LIMITED TO: APPURTENANCES & FITTINGS, PIPE, REDUCERS, FIRE HYDRANTS, MANHOLES, VALVES, TAPPING SLEEVE, TEE, BOX, ETC.
 9. ALL BACKFLOW PREVENTION AND EXTENDING OF WATER SERVICE THROUGH THE PROPERTY WILL BE PERFORMED BY THE OWNER'S CONTRACTOR.
 10. A "CERTIFIED BACKFLOW PREVENTION TESTER" SHALL TEST THE BACKFLOW PREVENTERS AT THE TIME OF INSTALLATION AND YEARLY THEREAFTER. A COPY OF THE REPORTS MUST BE SUBMITTED TO THE MACON WATER AUTHORITY, ATTN: ADRIENNE ONIBE, VIA EMAIL (BACKFLOW@MACONWATER.ORG). ALL BACKFLOW PREVENTION DEVICES MUST BE INSTALLED AND TESTED WITHIN SEVEN (7) BUSINESS DAYS AFTER METER INSTALLATIONS AND ESTABLISHED USE OF THE METER ACCOUNTS. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN COMPLIANCE CHARGES (\$100.00 PER DAY) AND/OR TERMINATION OF WATER SERVICE.
 11. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION.
 12. THE CONTRACTOR SHALL PLACE BLACK PLASTIC BAGS OVER TOP OF ALL OUT-OF-SERVICE FIRE HYDRANTS UNTIL THE HYDRANTS ARE IN SERVICE.
 13. CONTACT MBC ENGINEERING DEPARTMENT FOR ALL WORK WITHIN THE ROW.
 14. ALL WATER MATERIAL BEYOND THE PROPOSED METER WILL BE PRIVATE.



LINEAR PARK IMPROVEMENTS

MACON, GA
31201



REVISIONS:	
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10/15/24	REVISED AS PER MWA REVIEW

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WATER PLAN

SHEET:

C-4.0

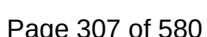


DATE: OCTOBER 4, 2024

ES&PC PLAN
(ALL PHASES)

SHEET:

C-5.1



Ds1 Disturbed Area Stabilization (With Mulching Only)

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, anchored, and have a continuous 90% cover or greater of the soil surface. Maintenance shall be required to 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 an 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).**

SPECIFICATIONS MULCHING WITHOUT SEEDING

This standard applies to grades or cleared areas where seedlings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.

Site Preparation

- 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.

Mulching Materials

- Select one of the following materials and apply at the depth indicated:
- Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is easy application.
 - Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development should remain on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
 - Outback asphalt (slow curing) shall be applied at 1200 gallons per acre (or 1/4 gallon per sq. yd.).
 - Polyethylene film shall be secured over banks or stockpiled soil material for temporary protection. This material can be salvaged and reused.

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.
- Outback asphalt shall be applied uniformly. Care should be taken in areas of pedestrian traffic due to problems of "tracking in" or damage to shoes, clothing, etc.
- 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 with emulsified asphalt (Grade AE-5 or SS-1). The asphalt emulsion shall be sprayed onto the mulch as it is ejected from the machine. Use 100 gallons of emulsified asphalt and 100 gallons of water per ton of mulch. Tackifiers and binders can be substituted for emulsified asphalt. Please refer to specification Tb - Tackifiers and Binders. Plastic mesh or 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 necesNAAY.

Du Dust Control on Disturbed Areas

METHOD 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 standard Tb-Tackifiers and Binders. Resins such as Curasol or Terratack should be used according to manufacturer's recommendations.

Vegetative Cover. See standard 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 standard Tb-Tackifiers and Binders.

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 which 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 treatment.

B. PERMANENT METHODS.

Permanent Vegetation. See standard 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 standard Tp- Topsoiling.

Stone. Cover surface with crushed stone or coarse gravel. See standard Cr- Construction Road Stabilization.

Co Construction Exit

CONSTRUCTION SPECIFICATIONS

It is recommended that the entrance area be excavated to a depth of 3 inches and be cleared of all vegetation and roots.

Diversion Ridge

On sites where the grade toward the paved area is greater than 2%, a diversion ridge 6 to 8 inches high with 3:1 side slopes shall be constructed across the foundation approximately 15 feet above the road.

Geotextile

The geotextile underliner must be placed the full length and width of the entrance. Geotextile selection shall be based on AASHTO M288-98 specification:

- For subgrades with a CBR greater than or equal to 3 or shear strength greater than 90 kPa, geotextile must meet requirements of section AASHTO M288-96 Section 7.3, Separation Requirements.
- For subgrades with a CBR between 1 and 3 or shear strength between 30 and 90 kPa, geotextile must meet requirements of section AASHTO M288-96 Section 7.4, Stabilization Requirements.

MAINTENANCE

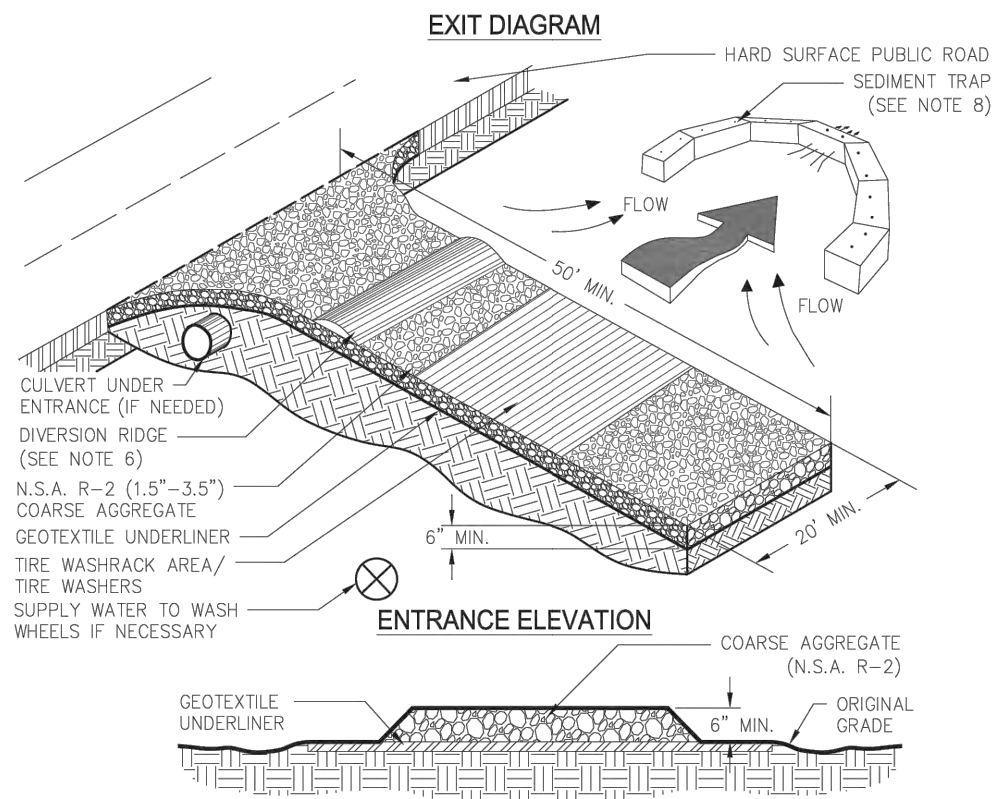
The exit shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

MAINTENANCE

The exit shall be maintained in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled,

dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

CRUSHED STONE CONSTRUCTION EXIT



- NOTES:
- AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 - REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 - AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 - GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 - PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
 - A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 - INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 - 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 (OVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 - 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.
 - 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.

Figure 6-14.1

GSWCC 2016 Edition

6-90

Ds2 Disturbed Area Stabilization (With Temporary Vegetation)

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Temporary grassing, instead of mulch, can be applied to rough graded areas that will be exposed for less than six months. If an area is expected to be undisturbed for longer than six months, permanent perennial vegetation shall be used. If optimum planting conditions for temporary grassing is lacking, mulch can be used as a singular erosion control device for up to six months but it shall be applied at the appropriate depth, anchored, and have a continuous 90% cover or greater of the soil surface. Refer to specification **Ds1-Disturbed Area Stabilization (With Temporary Seeding).**

CONDITIONS

Temporary vegetative measures should be coordinated with permanent measures to assure economical and effective stabilization. Most types of temporary vegetation are ideal to use as companion crops until the permanent vegetation is established. Note: Some species of temporary vegetation are not appropriate for companion crop plantings because of their potential to out-compete the desired species (e.g. annual ryegrass). Contact NRCS or the local SWCD for more information.

SPECIFICATIONS

Grading and Shaping

Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as closed drains, ditches, dikes, diversions, sediment barriers and others. No shaping or grading is required if slopes can be stabilized by hand-seeded vegetation or if hydraulic seeding equipment is to be used.

Seedbed Preparation

When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or handseeding, seedbed preparation is not required if the soil material is loose and not sealed by rainfall. When soil has been sealed by rainfall or consists of smooth cut slopes, the soil shall be pitted, trenched or otherwise scarified to provide a place for seed to lodge and germinate.

Lime and Fertilizer

Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate of one ton per acre. Graded areas require lime application. Soils can be tested to determine if fertilizer is needed. On reasonably fertile soils or soil material, fertilizer is not required. For soils with very low fertility, 500 to 700 pounds of 10-10-10 fertilizer or the equivalent per acre (12-16 lbs./1000 sq.ft.) shall be applied. Fertilizer should be applied before land preparation and incorporated with a disk, ripper or chisel.

Seeding

Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, drill, culti-packer-seeder, or hydraulic seeder (slurry including seed and fertilizer). Drill or cultipacker seeders should normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand.

Mulching

Temporary vegetation can, in most cases, be established without the use of mulch. Mulch without seeding should be considered for short term protection. Refer to Ds1 - Disturbed Area Stabilization (With Mulching Only).

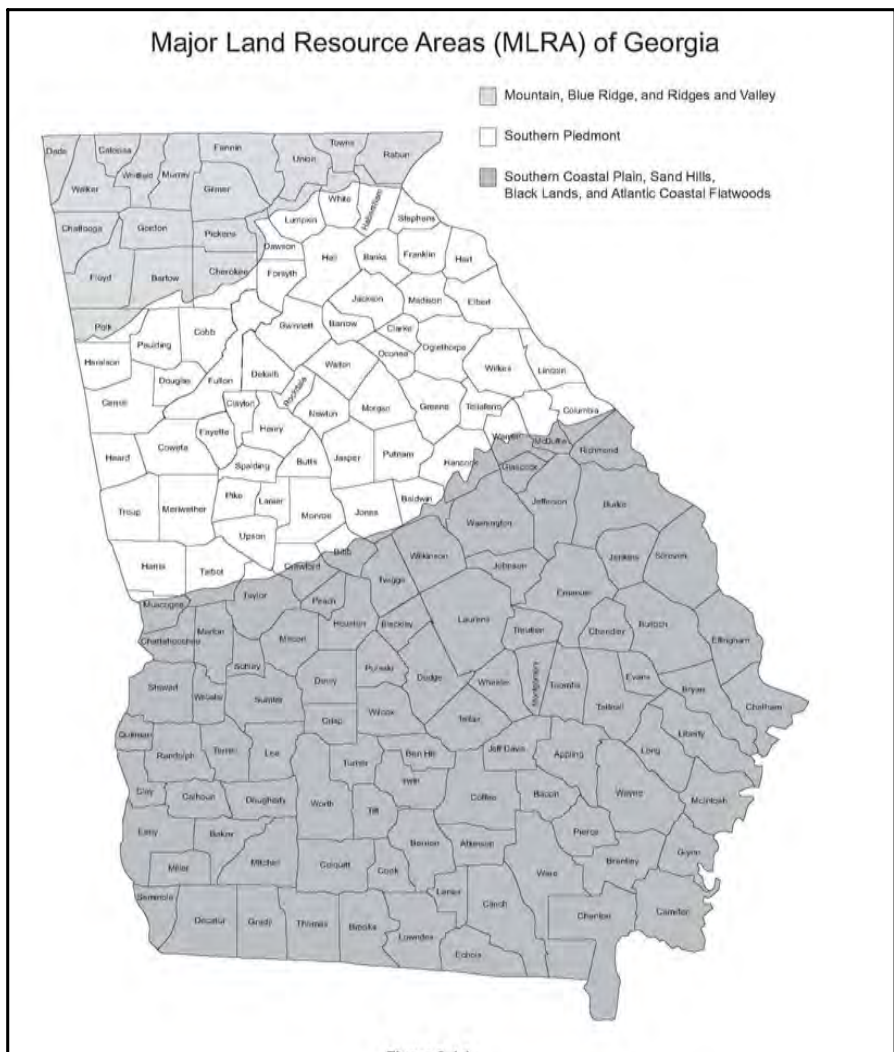
Irrigation

During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.

Table 6-4.1 - Temporary Cover or Companion Crops 1/											
PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS 1/											
Species	Broadcast Rates 2/ - PLS 3/ Per Acre	Resource Areas 4/	Planting Dates by Resource Areas	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Remarks
BANLEY (Hordeum vulgare)	3 bu. (144 lbs.) (24 lbs.)	C	3.3 lb. (0.6 lb.)	J	F	M	A	M	J	J	14,000 seed per pound. Use on productive soils.
ESPEDIZA ANNUAL (Lepidochloa distachya)	40 lbs. (10 lbs.)	C	0.9 lb. (0.2 lb.)	J	F	M	A	M	J	J	200,000 seed per pound. May last for several years. Use on moist (EL).
COVEGRASS WEEPER (Eragrostis curvula)	4 lbs. (2 lbs.)	C	0.1 lb. (0.05 lb.)	J	F	M	A	M	J	J	1,800,000 seed per pound. May last for several years. Mix with Sorghum spodiopogon.
MILLET BROWNTOP (Pennisetum polystachyon)	40 lbs. (10 lbs.)	C	0.9 lb. (0.2 lb.)	J	F	M	A	M	J	J	127,000 seed per pound. Quick dense cover. Will provide too much competition in midstates if seeded at high rates.
MILLET PEARL (Pennisetum glaucum)	50 lbs. (10 lbs.)	C	1.1 lb. (0.2 lb.)	J	F	M	A	M	J	J	88,000 seed per pound. Quick dense cover. May need 3 feet in height. Not recommended for midstates.
GRASS (Avena sativa)	4 bu. (128 lbs.) (1 lb.) (32 lbs.)	C	2.9 lb. (0.7 lb.)	J	F	M	A	M	J	J	15,000 seed per pound. Use on productive soils. Not as winterhardy as per seedy.
RYE (Secale cereale)	3 bu. (144 lbs.) (12 lbs.) (28 lbs.)	C	3.9 lb. (0.6 lb.)	J	F	M	A	M	J	J	18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.
RYEGRASS ANNUAL (Lolium temulentum)	40 lbs. (10 lbs.)	C	0.9 lb. (0.2 lb.)	J	F	M	A	M	J	J	227,000 seed per pound. Dense cover. May compete and seed to be used in midstates.
BUCHANAN GRASS (Sorghum sudanense)	60 lbs. (10 lbs.)	C	1.4 lb. (0.3 lb.)	J	F	M	A	M	J	J	65,000 seed per pound. Good on droughty sites. Not recommended for midstates.

Table 6-4.1 - Temporary Cover or Companion Crops 1/- continued											
PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS 1/											
Species	Broadcast Rates 2/ - PLS 3/ Per Acre	Resource Areas 4/	Planting Dates by Resource Areas	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Planting Dates	Remarks
TRITICALE (X-Triticosecale)	3 bu. (144 lbs.) (24 lbs.)	C	3.3 lb. (0.6 lb.)	J	F	M	A	M	J	J	Use on lower part of Southern Coastal Plain and in Atlantic Coastal Flatwoods.
WHEAT (Triticum aestivum)	3 bu. (144 lbs.) (24 lbs.)	C	3.3 lb. (0.6 lb.)	J	F	M	A	M	J	J	15,000 seed per pound.

1/ Temporary cover crops are very competitive and will crowd out perennials if seeded too heavily.
2/ Reduce seeding rates by 50% when drilled.
3/ PLS is an abbreviation for Plant Live Seed.
4/ M.L. represents the Mountain, Blue Ridge, and Ridge and Valley MLRAs.
P represents the Southern Piedmont MLRA.
C represents Southern Coastal Plain, Sand Hills, Black Lands, and Atlantic Coastal Flatwoods MLRAs.
(See Figure 6-4.1, p. 6-40)



Pm Polyacrylamides

PLANNING CONSIDERATIONS

- Anionic PAM is available in emulsions, powders, and gel bars or logs. It is required that other Best Management Practices be used in combination with anionic PAM. The use of seed and mulch for additional erosion protection beyond the life of the anionic PAM is recommended. Repeat application if disturbance occurs to target area. The following are additional recommendations relating to design which may enhance the use of or avoid problems with the practice:
- Use setbacks when applying anionic PAM near natural waterbodies.
 - Consider that decreased performance can occur due to ultra-violet light and time after mixing when applying anionic PAM.
 - In flow concentration channels, the effectiveness of anionic PAM for stabilization decreases.
 - Mulch to protect seed, if seed is applied with anionic PAM.
 - Never add water to PAM, add PAM slowly to water. If water is added to PAM, "globs" can form which can clog dispensers. This signifies incomplete dissolving of the PAM and therefore increases the risk of under-application.
 - NOT ALL POLYMERS ARE PAM.

CRITERIA

Application rates shall conform to manufacturer's guidelines for application.

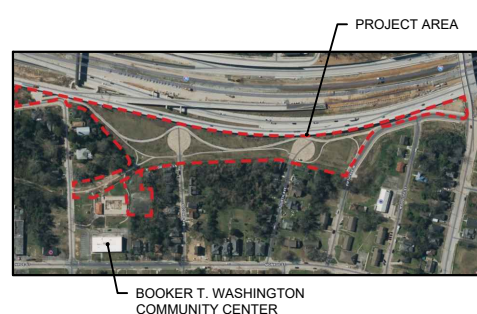
- Only the anionic form of PAM shall be used. Cationic PAM is toxic and shall NOT be used.
- PAM and PAM mixtures shall be environmentally benign, harmless to fish, wildlife, and plants. PAM and PAM mixtures shall be noncombustible.
- Anionic PAM, in pure form, shall have less than or equal to 0.05% acrylamide monomer by weight, as established by the Food and Drug Administration and the Environmental Protection Agency.
- To maintain less than or equal to 0.05% of acrylamide monomer, **the maximum application rate of PAM, in pure form, shall not exceed 200 pounds/acre/year**. Do not over apply PAM. Excessive application of PAM can lower infiltration rate or suspend solids in water, rather than promoting settling.
- Users of anionic PAM shall obtain and follow all Material Safety Data Sheet requirements and manufacturer's recommendations.
- Additives such as fertilizers, solubility promoters or inhibitors, etc. to PAM shall be non-toxic.
- The manufacturer or supplier shall provide written application methods for PAM and PAM mixtures. The application method shall insure uniform coverage to the target and avoid drift to non-target areas including waters of the state. The manufacturer or supplier shall also provide written instructions to insure proper safety, storage, and mixing of the product.
- Gel bars or logs of anionic PAM mixtures may be used in ditch systems. This application shall meet the same testing requirement as anionic PAM emulsions and powders.
- To prevent exceeding the acrylamide monomer limit in the event of a spill, the anionic PAM in pure form shall not exceed 200 pounds/batch at 0.05% acrylamide monomer (AMD) or 400 pounds/batch at 0.025% AMD.

OPERATION AND MAINTENANCE

Maintenance will consist of reapplying anionic PAM to disturbed areas including high use traffic areas which interfere in the performance of this practice.



KEY PLAN:



REVISIONS:

#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

C-5.2

Ds3

Disturbed Area Stabilization (With Permanent Vegetation)

REQUIREMENT FOR REGULATORY COMPLIANCE

This practice shall be applied immediately to rough graded areas that will be undisturbed for longer than six months. This practice or sodding shall be applied immediately to all areas at final grade. **Final Stabilization** means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, at least 70% of the soil surface is uniformly covered in permanent vegetation or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been employed. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the region, such that within the growing season a 70% coverage by perennial vegetation shall be achieved. Final stabilization applies to each phase of construction. For linear construction projects on land used for agricultural or silvicultural purposes, final stabilization may be accomplished by stabilizing the disturbed land for its agricultural or silvicultural use. Until this standard is satisfied and permanent control measures and facilities are operational, interim stabilization measures and temporary erosion and sedimentation control measures shall not be removed.

CONDITIONS

Permanent perennial vegetation is used to provide a protective cover for exposed areas including cuts, fills, dams, and other denuded areas.

PLANNING CONSIDERATIONS

- Use conventional planting methods where possible.
- When mixed plantings are done during marginal planting periods, companion crops shall be used.
- No-till planting is effective when planting is done following a summer or winter annual cover crop. Sericea lespedeza planted no-till into stands of rye is an excellent procedure.
- Block sod provides immediate cover. It is especially effective in controlling erosion adjacent to concrete flumes and other structures. Refer to Specification **Ds4-Disturbed Area Stabilization (With Sodding)**.
- Irrigation should be used when the soil is dry or when summer plantings are done.
- Low maintenance plants, as well as natives, should be used to ensure long-lasting erosion control.
- Mowing should not be performed during the quail nesting season (May to September).
- Wildlife plantings should be included in critical area plantings.

Wildlife Plantings

Commercially available plants beneficial to wildlife species include the following:

Mast Bearing Trees

Beech, Black Cherry, Blackgum, Chestnut, Chinkapin, Hackberry, Hickory, Honey Locust, Native Oak, Persimmon, Sawtooth Oak and Sweetgum.
All trees that produce nuts or fruits are favored by many game species. Hickory provides nuts used mainly by squirrels and bear.

Shrubs and Small Trees

Bayberry, Bicolor Lespedeza, Crabapple, Dogwood, Huckleberry or Native Blueberry, Mountain Laurel, Native Holly, Red Cedar, Red Mulberry, Sumac, Wax Myrtle, Wild Plum and Blackberry. Plant in patches without tall trees to develop stable shrub communities.

All produce fruits used by many kinds of wildlife, except for lespedeza which produces seeds used by quail and songbirds.

Grasses, Legumes, Vines and Temporary Cover

Bahiagrass, Bermudagrass, Grass-Legume mixtures, Partridge Pea, Annual Lespedeza, Orchardgrass (for mountains), Browntop Millet (for temporary cover), and Native grapes.

Provides herbaceous cover in clearings for a game bird brood-rearing habitat. Appropriate legumes such as vetches, clovers, and lespedezas may be mixed with grass, but they may die out after a few years.

CONSTRUCTION SPECIFICATIONS

Grading and Shaping

Grading and shaping may not be required where hydraulic seeding and fertilizing equipment is to be used. Vertical banks shall be sloped to enable plant establishment. When conventional seeding and fertilizing are to be done, grade and shape where feasible and practical, so that equipment can be used safely and efficiently during seedbed preparation, seeding, mulching and maintenance of the vegetation. Concentrations of water that will cause excessive soil erosion shall be diverted to a safe outlet. Diversions and other treatment practices shall conform with the appropriate standards and specifications.

Lime and Fertilizer Rates and Analysis

Agricultural lime is required at the rate of one to two tons per acre unless soil tests indicate otherwise. Graded areas require lime application. If lime is applied within six months of planting permanent perennial vegetation, additional lime is not required. Agricultural lime shall be within the specifications of the Georgia Department of Agriculture. Lime spread by conventional equipment shall be "ground limestone." Ground limestone is calcitic or dolomitic limestone ground so that 90 percent of the material will pass through a 10-mesh sieve, not less than 50 percent will pass through a 50-mesh sieve and not less than 25 percent will pass through a 100-mesh sieve. Agricultural lime spread by hydraulic seeding equipment shall be "finely ground limestone." Finely ground limestone is calcitic or dolomitic limestone ground so that 98 percent of the material will pass through a 20-mesh sieve and not less than 70 percent will pass through a 100-mesh sieve. It is desirable to use dolomitic limestone in the Sand Hills, Southern Coastal Plain and Atlantic Coast Flatwoods MLRAs. (See Figure 6-4.1) Agricultural lime is generally not required where only trees are planted. Initial fertilization, nitrogen, topdressing, and maintenance fertilizer requirements for each species or combination of species are listed in Table 6-5.1.

Lime and Fertilizer Application

When hydraulic seeding equipment is used, the initial fertilizer shall be mixed with seed, inoculant (if needed), and wood cellulose or wood pulp fiber mulch and applied in a slurry. The inoculant, if needed, shall be mixed with the seed prior to being placed into the hydraulic seeder. The slurry mixture will be agitated during application to keep the ingredients thoroughly mixed. The mixture will be spread uniformly over the area within one hour after being placed in the hydroseeder. Finely ground limestone will be mixed with water and applied immediately after mulching is completed or in combination with the top dressing. When conventional planting is to be done, lime and fertilizer shall be applied uniformly in one of the following ways:

- Apply before land preparation so that it will be mixed with the soil during seedbed preparation.
- Mix with the soil used to fill the holes, distribute in furrows.
- Broadcast after steep surfaces are scarified, pitted or trenched.
- A fertilizer pellet shall be placed at root depth in the closing hole beside each pine tree seedling

Plant Selection

Refer to Tables 6-4.1, 6-5.2, 6-5.3 and 6-5.4 for approved species. Species not listed shall be approved by the State Resource Conservationist of the Natural Resources Conservation Service before they are used. Plants shall be selected on the basis of species characteristics, site and soil conditions, planned use and maintenance of the area; time of year of planting, method of planting; and the needs and desires of the land user. Some perennial species are easily established and can be planted alone. Examples of these are Common Bermuda, Tall Fescue, and Weeping Lovegrass. Other perennials, such as Bahia Grass and Sericea Lespedeza, are slow to become established and should be planted with another perennial species. The additional species will provide quick cover and ample soil protection until the target perennial species become established. For example, Common seeding combinations are

- Weeping Lovegrass with Sericea Lespedeza (scarified) and
- Tall Fescue with Sericea Lespedeza (unscarified).

Plant selection may also include annual companion crops. Annual companion crops should be used only when the perennial species are not planted during their optimum planting period. A common mixture is Brown Top Millet with Common Bermuda in mid-summer. Care should be taken in selecting companion crop species and seeding rates because annual crops will compete with perennial species for water, nutrients, and growing space. A high seeding rate of the companion crop may prevent the establishment of perennial species. **Ryegrass shall not be used in any seeding mixtures containing perennial species due to its ability to out-compete desired species chosen for permanent perennial cover.**

Seed Quality

The term "pure live seed" is used to express the quality of seed and is not shown on the label. Pure live seed, PLS, is expressed as a percentage of the seeds that are pure and will germinate. Information on percent germination and purity can be found on seed tags. PLS is determined by multiplying the percent of pure seed with the percent of germination; i.e., **(PLS = % germination x % purity)**

EXAMPLE:
Common bermuda seed
70% germination, 80% purity
PLS = 70% germination x 80% purity
PLS = 56%

The percent of PLS helps you determine the amount of seed you need. If the seeding rate is 10 pounds PLS and the bulk seed is 56 % PLS, the bulk seeding rate is:

10 lbs. PLS/acre = 17.9 lbs/acre
56% PLS

You would need to plant 17.9 lbs/acre to provide 10 lbs/acre of pure live seed.

Seedbed Preparation

Seedbed preparation may not be required where hydraulic seeding and fertilizing equipment is to be used. When conventional seeding is to be used, seedbed preparation will be done as follows:

Broadcast plantings

- Tillage at a minimum, shall adequately loosen the soil to a depth of 4 to 6 inches; alleviate compaction; incorporate lime and fertilizer; smooth and firm the soil; allow for the proper placement of seed, sprigs, or plants; and allow for the anchoring of straw or hay mulch if a disk is to be used.
- Tillage may be done with any suitable equipment.
- Tillage should be done on the contour where feasible.
- On slopes too steep for the safe operation of tillage equipment, the soil surface shall be pitted or trenched across the slope with appropriate hand tools to provide two places 6 to 8 inches apart in which seed may lodge and germinate. Hydraulic seeding may also be used.

Individual Plants

- Where individual plants are to be set, the soil shall be prepared by excavating holes, opening furrows, or dibble planting.
- For nursery stock plants, holes shall be large enough to accommo3-6-18 roots without crowding.
- Where pine seedlings are to be planted, subsoil under the row 36 inches deep on the contour four to six months prior to planting.

Subsoiling should be done when the soil is dry, preferably in August or September.

Innoculants

All legume seed shall be inoculated with appropriate nitrogen-fixing bacteria. The inoculant shall be a pure culture prepared specifically for the seed species and used within the 3-6-18s on the container. A mixing medium recommended by the manufacturer shall be used to bond the inoculant to the seed. For conventional seeding, use twice the amount of inoculant recommended by the manufacturer. For hydraulic seeding, four times the amount of inoculant recommended by the manufacturer shall be used. All inoculated seed shall be protected from the sun and high temperatures and shall be planted the same day inoculated. No inoculated seed shall remain in the hydroseeder longer than one hour.

Planting

Hydraulic Seeding

Mix the seed (inoculated if needed), fertilizer, and wood cellulose or wood pulp fiber mulch with water and apply in a slurry uniformly over the area to be treated. Apply within one hour after the mixture is made. Conventional Seeding Seeding will be done on a freshly prepared and firmed seedbed. For broadcast planting, use a culti-packerseeder, drill, rotary seeder, other mechanical seeder, or hand seeding to distribute the seed uniformly over the area to be treated. Cover the seed lightly with 1/8 to 1/4 inch of soil for small seed and 1/2 to 1 inch for large seed when using a cultipacker or other suitable equipment.

No-Till Seeding

No-till seeding is permissible into annual cover crops when planting is done following maturity of the cover crop or if the temporary cover stand is sparse enough to allow adequate growth of the permanent (perennial) species. No-till seeding shall be done with appropriate no-till seeding equipment. The seed must be uniformly distributed and planted at the proper depth.

Individual Plants

Shrubs, vines and sprigs may be planted with appropriate planters or hand tools. Pine trees shall be planted manually in the subsoil furrow. Each plant shall be set in a manner that will avoid crowding the roots. Nursery stock plants shall be planted at the same depth or slightly deeper than they grew at the nursery. The tips of vines and sprigs must be at or slightly above the ground surface. Where individual holes are dug, fertilizer shall be placed in the bottom of the hole, two inches of soil shall be added and the plant shall be set in the hole.

Mulching

Mulch is required for all permanent vegetation applications. Mulch applied to seeded areas shall achieve 75% soil cover. Select the mulching material from the following and apply as indicated:

- Dry straw or dry hay of good quality and free of weed seeds can be used. Dry straw shall be applied at the rate of 2 tons per acre. Dry hay shall be applied at a rate of 2 1/2 tons per acre.
- Wood cellulose mulch or wood pulp fiber shall be used with hydraulic seeding. It shall be applied at the rate of 500 pounds per acre. Dry straw or dry hay shall be applied (at the rate indicated above) after hydraulic seeding.
- One thousand pounds of wood cellulose or wood pulp fiber, which includes a tackifier, shall be used with hydraulic seeding on slopes 3/4:1 or steeper.
- Sericea lespedeza hay containing mature seed shall be applied at a rate of three tons per acre.
- Pine straw or pine bark shall be applied at a thickness of 3 inches for bedding purposes. Other suitable materials in sufficient quantity may be used where ornamentals or other ground covers are planted. This is not appropriate for seeded areas.
- When using temporary erosion control blankets or block sod, mulch is not required.
- Bituminous treated roving may be applied on planted areas on slopes, in ditches or dry waterways to prevent erosion. Bituminous treated roving shall be applied within 24 hours after an area has been planted. Application rates and materials must meet Georgia Department of Transportation specifications.

Wood cellulose and wood pulp fibers shall not contain germination or growth inhibiting factors. They shall be evenly dispersed when agitated in water. The fibers shall contain a dye to allow visual metering and aid in uniform application during seeding.

Applying Mulch

Straw or hay mulch will be spread uniformly within 24 hours after seeding and/or planting. The mulch may be spread by blower-type spreading equipment, other spreading equipment or by hand. Mulch shall be applied to cover 75% of the soil surface. Wood cellulose or wood fiber mulch shall be applied uniformly with hydraulic seeding equipment.

Anchoring Mulch

Anchor straw or hay mulch immediately after application by one of the following methods:

- Emulsified asphalt can be (a) sprayed uniformly onto the mulch as it is ejected from the blower machine or (b) sprayed on the mulch immediately following mulch application when straw or hay is spread by methods other than special blower equipment. The combination of asphalt emulsion and water shall consist of a homogeneous mixture satisfactory for spraying. The mixture shall consist of 100 gallons of grade SS-1h or CSS-1h emulsified asphalt and 100 gallons of water per ton of mulch. Care shall be taken at all times to protect state waters, the public, adjacent property, pavements, curbs, sidewalks, and all other structures from asphalt discoloration.
- Hay and straw mulch shall be pressed into the soil immediately after the mulch is spread. A special "packer disk" or disk harrow with the disks set straight may be used. The disks may be smooth or serrated and should be 20 inches or more in diameter and 8 to 12 inches apart. The edges of the disks shall be dull enough to press the mulch into the ground without cutting it, leaving much of it in an erect position. Mulch shall not be plowed into the soil.
- Synthetic tackifiers or binders approved by GDOT shall be applied in conjunction with or immediately after the mulch is spread. Synthetic tackifiers shall be mixed and applied according to manufacturer's specifications. Refer to **Tb - Tackifiers and Binders**.
- Rye or wheat can be included with Fall and Winter plantings to stabilize the mulch. They shall be applied at a rate of one-quarter to onehalf bushel per acre.
- Plastic mesh or netting with mesh no larger than one inch by one inch may be needed to anchor straw or hay mulch on unstable soils and concentrated flow areas. These materials shall be installed and anchored according to manufacturer's specifications.

Bedding Material

Mulch is used as a bedding material to conserve moisture and control weeds in nurseries, ornamental beds, around shrubs, and on bare areas on lawns.

Material Depth

Grain straw 4" to 6"
Grass Hay 4" to 6"
Pine needles 3" to 5"
Wood waste 4" to 6"

Irrigation

Irrigation will be applied at a rate that will not cause runoff.

Topdressing

Topdressing will be applied on all temporary and permanent (perennial) species planted alone or in mixtures with other species. Recommended rates of application are listed in Table 6-5.1.

Second Year and Maintenance Fertilization

Second year fertilizer rates and maintenance fertilizer rates are listed in Table 6-5.1.

Lime Maintenance Application

Apply one ton of agricultural lime every 4 to 6 years or as indicated by soil tests. Soil tests can be conducted to determine more accurate requirements if desired.

Use and Management

Mow Sericea lespedeza only after frost to ensure that the seeds are mature. Mow between November and March. Bermudagrass, Bahiagrass and Tall Fescue may be mowed as desired. Maintain at least 6 inches of top growth under any use and management. Moderate use of top growth is beneficial after establishment. Exclude traffic until the plants are well established. Because of the quail nesting season, mowing should not take place between May and September.

Table 6-5.1. Fertilizer Requirements

TYPE OF SPECIES	YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE	N TOP DRESSING RATE
1. Cool season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 1/2/ 30
2. Cool season grasses and legumes	First Second Maintenance	6-12-12 0-10-10 0-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	0-50 lbs./ac. 1/ — —
3. Ground covers	First Second Maintenance	10-10-10 10-10-10 10-10-10	1300 lbs./ac. 3/ 1300 lbs./ac. 3/ 1100 lbs./ac.	— — —
4. Pine seedlings	First	20-10-5	one 21-gram pellet per seedling placed in the closing hole	—
5. Shrub Lespedeza	First Maintenance	0-10-10 0-10-10	700 lbs./ac. 700 lbs./ac. 4/	—
6. Temporary cover crops seeded alone	First	10-10-10	500 lbs./ac.	30 lbs./ac. 5/
7. Warm season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 800 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 2/6/ 50-100 lbs./ac. 2/ 30 lbs./ac.
8. Warm season grasses and legumes	First Second Maintenance	6-12-12 0-10-10 0-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50 lbs./ac. 6/

- 1/ Apply in spring following seeding.
2/ Apply in split applications when high rates are used.
3/ Apply in 3 split applications.
4/ Apply when plants are pruned.
5/ Apply to grass species only.
6/ Apply when plants grow to a height of 2 to 4 inches.

Table 6-5.3. Durable Shrubs and Ground Covers for Permanent Cover

Common Name	Scientific Name	Mature Height	Plant Spacing	Comments
Cherokee Rose	Rosa laevigata	2 ft.	5 ft.	Rampant grower. Not for restricted spaces. State flower.
Memoria Rose	Rosa weuchuriana	2 ft.	5 ft.	Rampant grower.
St. Johnswort	Hypericum calycenum	8-12 in.	3 ft.	Semi-shade.
Anthony Waterer Spirea	Spirea bumalda	3-4 ft.	5 ft.	Sun.
Thunberg Spirea	Spirea thunbergii	3-4 ft.	5 ft.	Sun.

Table 6-5.4. Trees for Erosion Control

SITE	SOIL MATERIAL	COMMON SOILS	PLANTING TREE SPECIES 1/	SPACING	PLANTING DATES 3/
Borrow areas, graded areas, and spoil material	Sandy	Lakeland, Troup	Loblolly pine (Pinus taeda)	2/	M-L, P 12/1-3/15 C 12/1-3/1
			Longleaf pine (Pinus palustris)		
	Loamy	Orangeburg, Tifton	Loblolly pine	2/	M-L, P 12/1-3/15 C 12/1-3/1
			Slash pine		
Streambanks	Clay	Cecil, Faceville	Loblolly pine	2/	M-L, P 12/1-3/15 C 12/1-3/1
			Slash pine		
			Virginia pine (Pinus virginiana)		
			Willows 4/ (Salix species)	2 ft x 2 ft	ALL 11/15-3/15

1/Other trees and shrubs listed on Table 6-5.3 may be interplanted with the pines for improved wildlife benefits.

2/Type of Planting Tree Spacing No. of Trees Per Acre

Trees alone	4 ft. x 4 ft.	2722
Trees in combination with grasses and/or other plants	6 ft. x 6 ft.	1210

3/M-L represents the Mountains; Blue Ridge, and Ridges and Valleys MLRAs

P represents the Southern Piedmont MLRA

C represents the Southern Coastal Plain; Sand Hills; Black Lands; and Atlantic Coast Flatwoods MLRAs (See Figure 6-4.1).

4/Fertilization of companion crop is ample for this species.



CIVIL ENGINEERING - CONSULTING - PROJECT MANAGEMENT

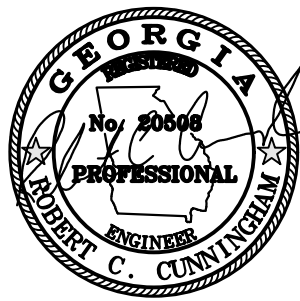
5441 EWERIDGE DRIVE
MACON, GEORGIA 31210

MAIL ADDRESS: P.O. BOX 1779
GRAY, GEORGIA 31032

PHONE: (478) 984-4622
LANDMARKCONSTRUCTIONDEVELOPMENT.COM

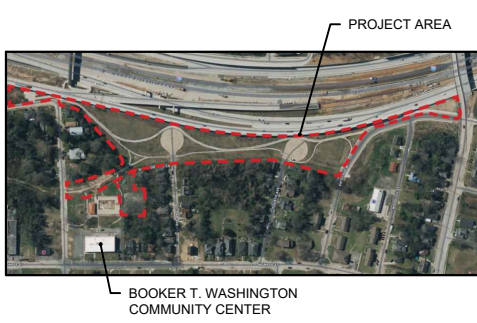
LINEAR PARK IMPROVEMENTS

MACON, GA
31201



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



REVISIONS:

#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

C-5.3

Ds3

Disturbed Area Stabilization
(With Permanent Vegetation)
Continued from previous page...

Table 6-5.2 - Permanent Cover																
PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER																
Species	Broadcast Rates 1/ - PLS 2/ Per Acre Per 1000 sq. ft.		Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)												Remarks
				J	F	M	A	M	J	J	A	S	O	N	D	
BAHIA, PENSACOLA (Paspalum notatum)			P C													166,000 seed per pund. Low growing. Sod forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and lawns. Mix with Sericea lespedeza or weeping lovegrass.
alone or with temporary cover	60 lbs.	1.4 lb.														
with other perennials	30 lbs.	0.7 lb.														
BAHIA, WILMINGTON (Paspalum notatum)			M-L P													Same as above.
alone or with temporary cover	60 lbs.	1.4 lb.														
with other perennials	30 lbs.	0.7 lb.														
BERMUDA, COMMON (Cynodon dactylon) Hulled seed			P C													1,787,000 seed per pound. Quick cover. Low growing and sod forming. Full sun. Good for athletic fields.
alone	10 lbs.	0.2 lb.														
with other perennials	6 lbs.	0.1 lb.														
Species	Broadcast Rates 1/ - PLS 2/ Per Acre Per 1000 sq. ft.		Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)												Remarks
				J	F	M	A	M	J	J	A	S	O	N	D	
BERMUDA, COMMON (Cynodon dactylon) Unhulled seed			P C													
with temporary cover	10 lbs.	0.2 lb.														Plant with winter annuals.
with other perennials	6 lbs.	0.1 lb.														Plant with tall fescue.
BERMUDA SPRIGS (Cynodon dactylon) Coastal, Common, Midland, or Tift 44 Coastal, Common, or Tift 44 Tift 78	40 cu. ft. or sod plugs 3' x 3'	0.9 cu. ft.	M-L P C C													A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs. Same as above. Southern Coastal Plain only.
CENTIPEDE (Eremochloa ophiuroides)	Block sod only		P C													Drought tolerant. Full sun or partial shade. Effective adjacent to concrete and in concentrated flow areas. Irrigation is needed until fully established. Do not plant near pastures. Winterhardy as far north as Athens and Atlanta.
Species	Broadcast Rates 1/ - PLS 2/ Per Acre Per 1000 sq. ft.		Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)												Remarks
				J	F	M	A	M	J	J	A	S	O	N	D	
CROWN VETCH (Coronilla varia)																
with winter annuals or cool season grasses	15 lbs.	0.3 lb.	M-L P													100,000 seed per pound. Dense growth. Drought tolerant and fire resistant. Attractive rose, pink, and white blossoms spring to late fall. Mix with 30 pounds of Tall fescue or 15 pounds of rye. Inoculate seed with M inoculant. Use from North Atlanta and Northward.
FESCUE, TALL (Festuca arundinacea)																
alone	50 lbs.	1.1 lbs.	M-L P													227,000 seed per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or crownvetch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
with other perennials	30 lbs.	0.7 lb.														
KUDZU (Pueraria thurbergiana)																
plants or crowns	3' - 7' apart		ALL													Rapid and vigorous growth. Excellent in gully erosion control. Will climb. Good livestock forage.

Species	Broadcast Rates 1/ - PLS 2/ Per Per Acre 1000 sq. ft.		Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)												Remarks
	J	F		M	A	M	J	J	A	S	O	N	D			
LESPEDeza, SERICEA (Lespedeza cuneata)																
scarified	60 lbs.	1.4 lbs.	M-L P C												350,000 seed per pound. Widely adapted. Low maintenance. Mix with weeping lovegrass, common bermuda, bahia, or tall fescue. Takes 2 to 3 years to become fully established. Excellent on roadbanks. Inoculate seed with EL inoculant.	
unscarified	75 lbs.	1.7 lb.	M-L P C												Mix with Tall fescue or winter annuals.	
seed-bearing hay	3 tons	138lb.	M-L P C												Cut when seed is mature, but before it shatters. Add Tall fescue or winter annuals.	
Species	Broadcast Rates 1/ - PLS 2/ Per Per Acre 1000 sq. ft.		Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)												Remarks
J	F	M		A	M	J	J	A	S	O	N	D				
LESPEDeza Ambro virgata (Lespedeza virgata DC) or Appalow (Lespedeza cuneata Dumont) G. Don)																
scarified	60 lbs.	1.4 lb.	M-L P C												300,000 seed per pound. Height of growth is 18 to 24 inches. Advantageous in urban areas. Spreading-type growth has bronze coloration. Mix with Weeping lovegrass, Common bermuda, bahia, tall fescue or winter annuals. Do not mix with Sericea lespedeza. Slow to develop solid stands. Inoculate seed with EL inoculate.	
unscarified	75 lbs.	1.7 lb.	M-L P C													
LESPEDeza, SHRUB (Lespedeza bicolor) (Lespedeza thumbergii)			M-L P C													
plants	3' x 3'														Provide wildlife food and cover.	
LOVEGRASS, WEEPING (Eragrostis curvula)																
alone	4 lbs.	0.1 lb.	M-L P C												1,500,000 seed per pound. Quick cover. Drought tolerant. Grows well with Sericea lespedeza on roadbanks.	
with other perennials	2 lbs.	0.05 lb.														
Species	Broadcast Rates 1/ - PLS 2/ Per Per Acre 1000 sq. ft.		Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)												Remarks
J	F	M		A	M	J	J	A	S	O	N	D				
MAIDENCANE (Panicum hemitomom)																
sprigs	2' x 3' spacing		ALL												For very wet sites. May clog channels. Dig sprigs from local sources. Use along river banks and shorelines.	
PANICGRASS, ATLANTIC COASTAL (Panicum amarum var. amarulum)	20 lbs.	0.5 lb.	P C												Grows well on coastal sand dunes, borrow areas, and gravel pits. Provides winter cover for wildlife. Mix with Sericea lespedeza except on sand dunes.	
REED CANARY GRASS (Phalaris arundinacea)																
alone	50 lbs.	1.1 lb.	M-L P												Grows similar to tall fescue.	
with other perennials	30 lbs.	0.7 lb.														
SUNFLOWER, 'AZTEC' MAXIMILLIAM (Helianthus maximiliani)	10 lbs.	0.2 lb.	M-L P C												227,000 seed per pound. Mix with weeping lovegrass or other low-growing grasses or legumes.	

Table 6-5.3. Durable Shrubs and Ground Covers for Permanent Cover				
Ground covers include a wide range of low-growing plants planted together in considerable numbers to cover large areas of the landscape. Ground covers grow slower than grasses. Weeds are likely to compete, especially the first year. Maintenance is needed to insure survival. These ground covers will not be used unless proper maintenance is planned. Maintain mulch at three-inch thickness until plants provide adequate cover.				
Fall planting is encouraged because the need for constant watering is reduced and plants have time to establish new roots before hot weather.				
Common Name	Scientific Name	Mature Height	Plant Spacing	Comments
Abelia	Abelia grandiflora	3-4 ft.	5 ft.	Also a prostrate form 2 feet high. Sun, semi-shade. Semi-evergreen.
Carolina Yellow Jessamine	Gelsemium sempervirens	low	3 ft.	Vine. Yellow, trumpet-like flowers. Hardy, one of best vines. Evergreen.
Carpet Blue	Ajuga reptans	2-4 in.	3 ft.	Native to Georgia. Needs good drainage, partial shade. Blue or white flowers. Evergreen.
Baarberry Cotoneaster	Cotoneaster dammeri	2-4 ft.	5 ft.	White flowers, red fruit. Sun. Evergreen.
Ground Cover Cotoneaster	Cotoneaster salicifolius 'Repens'	1-2 ft.	5 ft.	White flowers, red fruit. Sun. Evergreen.
Rock Cotoneaster	Cotoneaster horizontalis	1-2 ft.	5 ft.	Semi-evergreen. Sun.
Virginia Creeper	Parthenocissus quinquefolia	low	3 ft.	Red in fall. Vine. Deciduous. Native to Georgia.
Daylily	Hemerocallis spp.	2-3 ft.	2 ft.	Many flower colors. Full sun. Very hardy.
English Ivy	Hedera helix	low	3 ft.	Shade only. Climbs.
Compacta Holly	Ilex crenata 'Compacta'	3-4 ft.	5 ft.	Sun, semi-shade.
Chinese Holly	Ilex cornuta 'Rotunda'	3-4 ft.	5 ft.	Very durable. Sun, semi-shade.
Dwarf Burford Holly	Ilex burfordii 'Nana'	5-8 ft.	8 ft.	
Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	3-4 ft.	5 ft.	Very durable, sun, semi-shade.
GaSWCC (Amended - 2000)				6-53
Table 6-5.3. Durable Shrubs and Ground Covers for Permanent Cover				
Common Name	Scientific Name	Mature Height	Plant Spacing	Comments
Repandens Holly	Ilex crenata 'Repandens'	2-3 ft.	5 ft.	Sun, semi-shade.
Andorra Juniper	Juniperus horizontalis 'Plumosa'	2-3 ft.	5 ft.	Excellent for slopes. Sun.
Andorra Compacta Juniper	Juniperus horizontalis 'Plumosa compacta'	1-2 ft.	5 ft.	More compact than andorra.
Blue Chip Juniper	Juniperus horizontalis 'Blue Chip'	8-10 in.	4 ft.	
Blue Rug Juniper	Juniperus horizontalis 'Wiltonii'	4-6 in.	3 ft.	Very low. Sun.
Parsons Juniper	Juniperus davurica 'Expansa' (Squamata Parson)	18-24 in.	5 ft.	One of the best, good winter cover.
Pfitzer Juniper	Juniperus chinensis 'Pfitzerana'	6-8 ft.	6 ft.	Needs room.
Prince of Wales Juniper	Juniperus horizontalis 'Prince of Wales'	8-10 in.	4 ft.	Feathery appearance.
Sargent Juniper	Juniperus chinensis 'Sargentii'	1-2 ft.	5 ft.	Full sun. Needs good drainage. Good winter color.
Shore Juniper	Juniperus conferta	2-3 ft.	5 ft.	Emerald Sea or Blue Pacific cultivars are good.
Liriope	Liriope muscari	8-10 in.	3 ft.	
Creeping Liriope	Liriope spicata	10-12 in.	1 ft.	Spreads by runners.
Big Leaf Periwinkle	Vinca major	12-15 in.	4 ft.	Lilac flowers in spring. Semi-shade.
Common Periwinkle	Vinca minor	5-6 in.	4 ft.	Lavender-blue flowers in spring. Semi-shade.
6-54				GaSWCC (Amended - 2000)



KEY PLAN:



REVISIONS:		DESCRIPTION
#	DATE	

DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

Disturbed Area Stabilization (With Sodding)

CONSTRUCTION SPECIFICATIONS INSTALLATION

Soil Preparation
Bring soil surface to final grade. Clear surface of trash, woody debris, stones and clods larger than 1". Apply sod to soil surfaces only and not frozen surfaces, or gravel type soils. Topsoil properly applied will help guarantee a stand. Don't use topsoil recently treated with herbicides or soil sterilants. Mix fertilizer into soil surface. Fertilize based on soil tests or Table 6-6.1.

Table 6-6.1. Fertilizer Requirements for Soil Surface Application Fertilizer

Fertilizer Type	Fertilizer Rate (lbs/acre)	Fertilizer Rate (lbs/100 sq ft)	Season
10-10-10	1000	.025	Fall

Agricultural lime should be applied based on soil tests or at a rate of 1 to 2 tons per acre.

Installation

Lay sod with tight joints and in straight lines. Don't overlap joints. Stagger joints and do not stretch sod (See Figure 6-6.2)

On slopes steeper than 3:1, sod should be anchored with pins or other approved methods. Installed sod should be rolled or tamped to provide good contact between sod and soil. Irrigate sod and soil to a depth of 4" immediately after installation. Sod should not be cut or spread in extremely wet or dry weather. Irrigation should be used to supplement rainfall for a minimum of 2-3 weeks.

MATERIALS

Sod selected should be certified. Sod grown in the general area of the project is desirable.

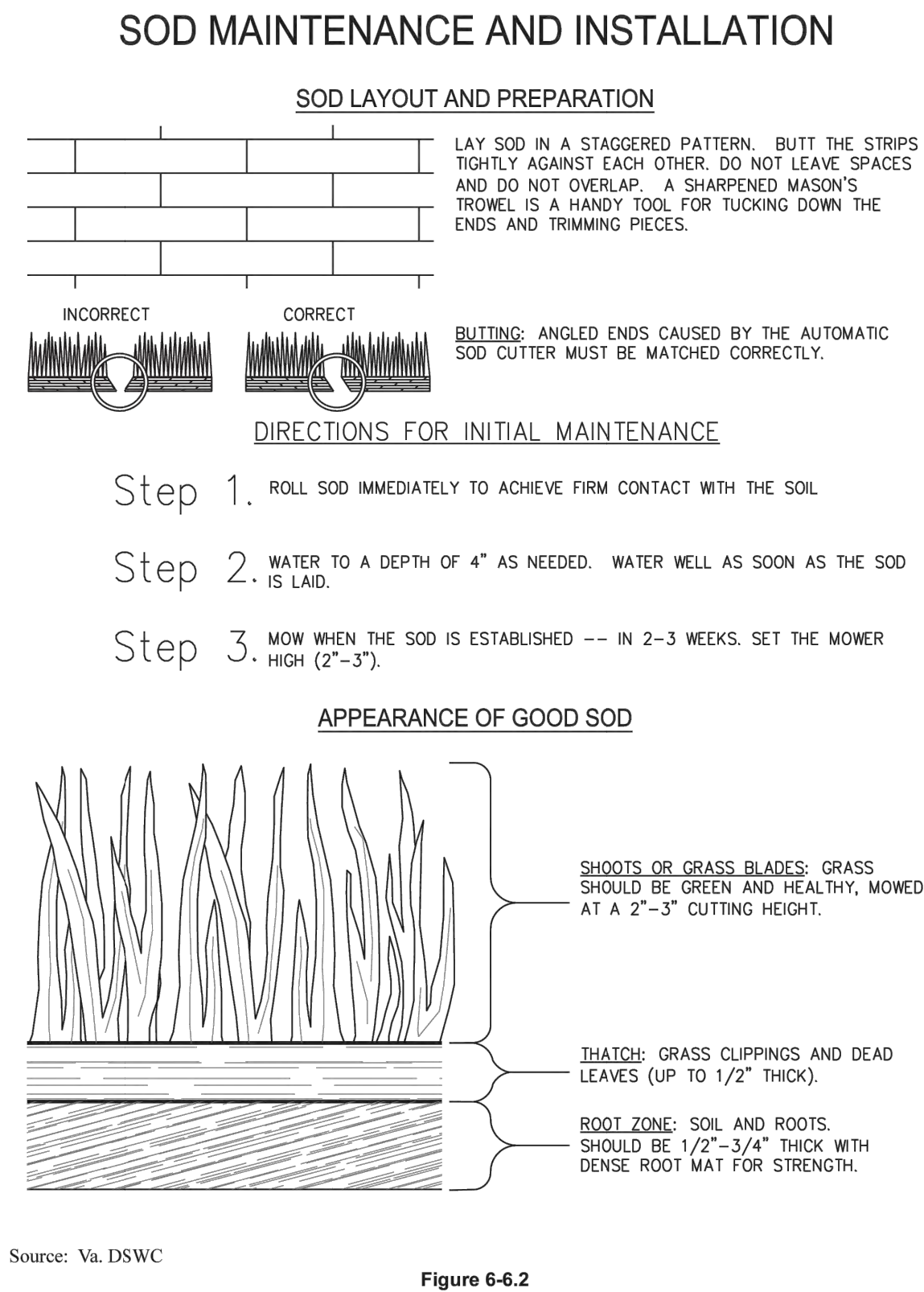
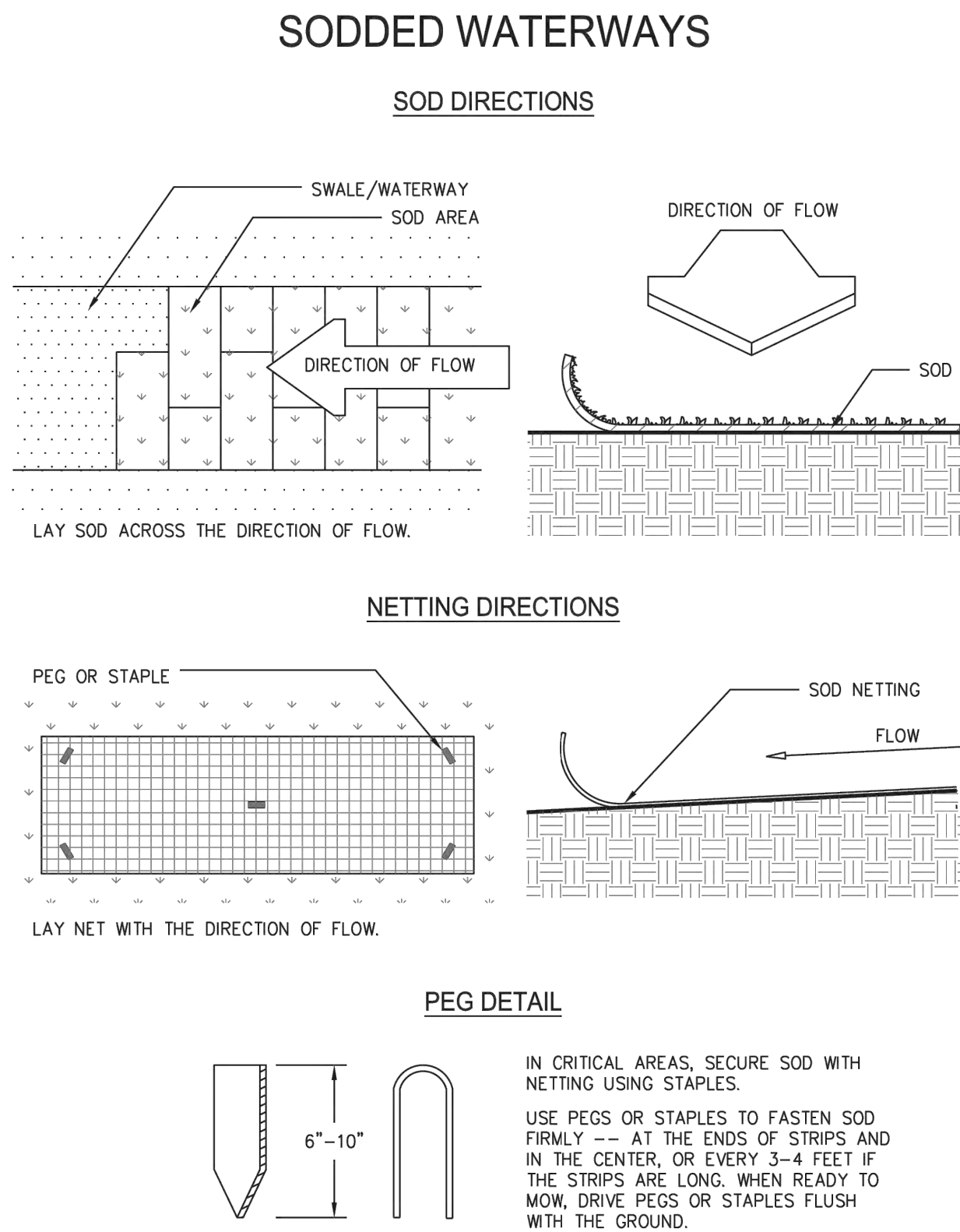
- Sod should be machine cut and contain 3/4" (+ or -1/4") of soil, not including shoots or thatch.
- Sod should be cut to the desired size within + or -5%. Torn or uneven pads should be rejected.
- Sod should be cut and installed within 36 hours of digging.
- Avoid planting when subject to frost heave or hot weather if irrigation is not available.
- The sod type should be shown on the plans or installed according to Table 6-6.2. See Figure 6-4.1 for your Resource Area.

Table 6-6.2. Sod Planting Requirements			
Grass	Varieties	Resource Area	Growing Season
Bermudagrass	Common Tifway Tifgreen Tiflawn	M-L, P-C P-C P-C	Warm Weather
Bahiagrass	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	M-L, P	Cool Weather

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 (See Figure 6-6.2). 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 6-6.3.

Table 6-6.3. Fertilizer Requirements for Sod				
Types of Species	Planting Year	Fertilizer (N-P-K)	Rate (lbs/Acre)	Nitrogen Top Dressing Rate (lbs/acre)
Cool season grasses	First	6-12-12	1500	50-100
	Second	6-12-12	1000	400
	Maintenance	10-10-10	400	30
Warm season grasses	First	6-12-12	1500	50-100
	Second	6-12-12	800	50-100
	Maintenance	10-10-10	400	30



Sd-1 Sediment Barrier

CONSTRUCTION SPECIFICATIONS

Sandbags - Sd1-S

(If approved by local issuing authority)

Should be installed so that flow under or between bags is minimal. Anchoring with steel rods may be required if structure height exceeds two bags.

Hay or Straw Bales - Sd1-Hb

(If approved by local issuing authority)

Bales will be placed in a single row, lengthwise, on the contour and embedded in the soil to a depth of 4 inches. Bales must be securely anchored in place by stakes or bars driven through the bales or by other acceptable means to prevent displacement. See Figures 6-20.1 and 6-20.2 for installation requirements.

Brush Barrier - Sd1-Bb

(only during timber clearing operations)

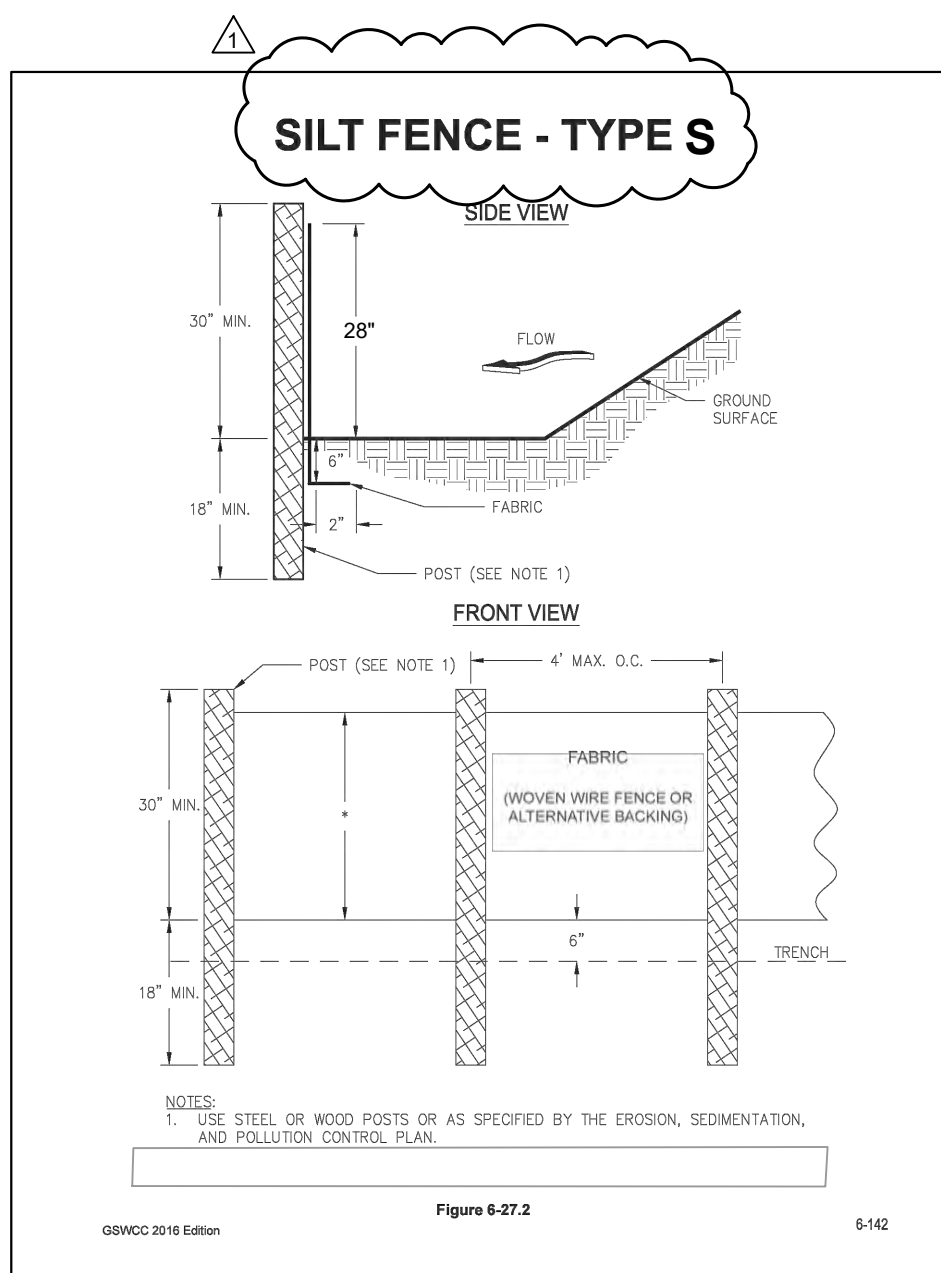
Brush obtained from clearing and grubbing operations may be piled in a row along the perimeter of disturbance at the time of clearing and grubbing. Brush barriers should not be used in developed areas or locations where aesthetics are a concern. Brush should be wind-rowed on the contour as nearly as possible and may require compaction. Construction equipment may be utilized to satisfy this requirement. The minimum base width of the brush barrier shall be 5 feet and should be no wider than 10 feet. The height of the brush barrier should be between 3 and 5 feet. If a greater filtering capacity is required, a commercially available filter fabric may be placed on the side of the brush barrier receiving the sediment-laden runoff. The lower edge of the fabric must be buried in a 6-inch deep trench immediately uphill from the barrier. The upper edge must be stapled, tied or otherwise fastened to the brush barrier. Edges of adjacent fabric pieces must overlap each other. See Figure 6-20.3.

Silt Fence

The manufacturer shall have either an approved color mark yarn in the fabric or label the fabricated silt fence with both the manufacturer and fabric name every 100 feet. The temporary silt fence shall be installed according to this specification, as shown on the plans or as directed by the engineer. For installation of the fabric, see Figures 6-20.4, 6-20.5, and 6-20.6 respectively. Post installation shall start at the center of the lowpoint (if applicable) with remaining posts spaced 6 feet apart for Type A and B silt fences and 4 feet apart for Type C silt fence. While Type A and B silt fences can be used with both wood and steel posts, only steel posts shall be used with Type C silt fence. For post size requirements, see Table 6-20.3. Fasteners for wood posts are listed in Table 6-20.4. Along stream buffers and other sensitive areas, two rows of Type C silt fence or one row of Type C silt fence backed by haybales shall be used.

MAINTENANCE

Sediment shall be removed once it has accumulated to one-half the original height of the barrier. Filter fabric shall be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six months). Temporary sediment barriers shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the barrier shall be removed and properly disposed of before the barrier is removed.



Sd2 Inlet Sediment Trap

CONSTRUCTION SPECIFICATIONS

Sediment traps may be constructed on natural ground surface, on an excavated surface, or on machine compacted fill provided they have a non-erodible outlet.

Filter Fabric with Supporting Frame (Sd2-F)

This method of inlet protection is applicable where the inlet drains a relatively flat area (slope no greater than 5%) and shall not apply to inlets receiving concentrated flows, such as in street or highway medians. As shown in Figure 6-21.1, Type C silt fence supported by steel posts shall be used. The stakes shall be spaced evenly around the perimeter of the inlet a maximum of 3 feet apart, and securely driven into the ground, approximately 18 inches deep. The fabric shall be entrenched 12 inches and backfilled with crushed stone or compacted soil. Fabric and wire shall be securely fastened to the posts, and fabric ends must be overlapped a minimum of 18 inches or wrapped together around a post to provide a continuous fabric barrier around the inlet.

Baffle Box (Sd2-B)

For inlets receiving runoff with a higher volume or velocity, a baffle box inlet sediment trap should be used. As shown in Figure 6-21.2, the baffle box shall be constructed of 2" x 4" boards spaced a maximum of 1 inch apart or of plywood with weep holes 2 inches in diameter. The weep holes shall be placed approximately 6 inches on center vertically and horizontally. Gravel shall be placed outside the box, all around the inlet, to a depth of 2 to 4 inches. The entire box is wrapped in Type C filter fabric that shall be entrenched 12 inches and backfilled.

Block and Gravel Drop Inlet Protection (Sd2-Bg)

This method of inlet protection is applicable where heavy flows are expected and where an overflow capacity is necessary to prevent excessive ponding around the structure. As shown in Figure 6-21.3, one block is placed on each side of the structure on its side in the bottom row to allow pool drainage. The foundation should be excavated at least 2 inches below the crest of the storm drain. The bottom row of blocks are placed against the edge of the storm drain for lateral support and to avoid washouts when overflow occurs. If needed, lateral support may be given to subsequent rows by placing 2" x 4" wood studs through block openings. Hardware cloth or comparable wire mesh with 1/2 inch openings shall be fitted over all block openings to hold gravel in place. Clean gravel should be placed 2 inches below the top of the block on a 2:1 slope or flatter and smoothed to an even grade. DOT #57 washed stone is recommended

Gravel Drop Inlet Protection (Sd2-G)

This method of inlet protection is applicable where heavy concentrated flows are expected. As shown in Figure 6-21.4, stone and gravel are used to trap sediment. The slope toward the inlet shall be no steeper than 5:1. A minimum 1 foot wide level stone area shall be left between the structure and around the inlet to prevent gravel from entering the inlet. On the slope toward the inlet, stone 3 inches in diameter and larger should be used. On the slope away from the inlet, 1/2 to 3/4 inch gravel (#57 washed stone) should be used at a minimum thickness of 1 foot.

Sod Inlet Protection (Sd2-S)

This method of inlet protection is applicable only at the time of permanent seeding, to protect the inlet from sediment and mulch material until permanent vegetation has become established. As shown in Figure 6-21.5, the sod shall be placed to form a turf mat covering the soil for a distance of 4 feet from each side of the inlet structure. Sod strips shall be staggered so that adjacent strip ends are not aligned.

Excavated Inlet Sediment Trap

The sediment trap shall be placed immediately around the inlet. The excavation shall be constructed immediately outside of the sediment trap and provide a minimum depth of 1.5 feet for sediment storage.

Curb Inlet Protection (Sd2-P)

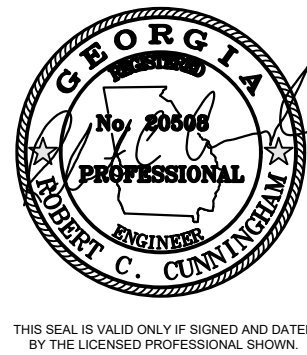
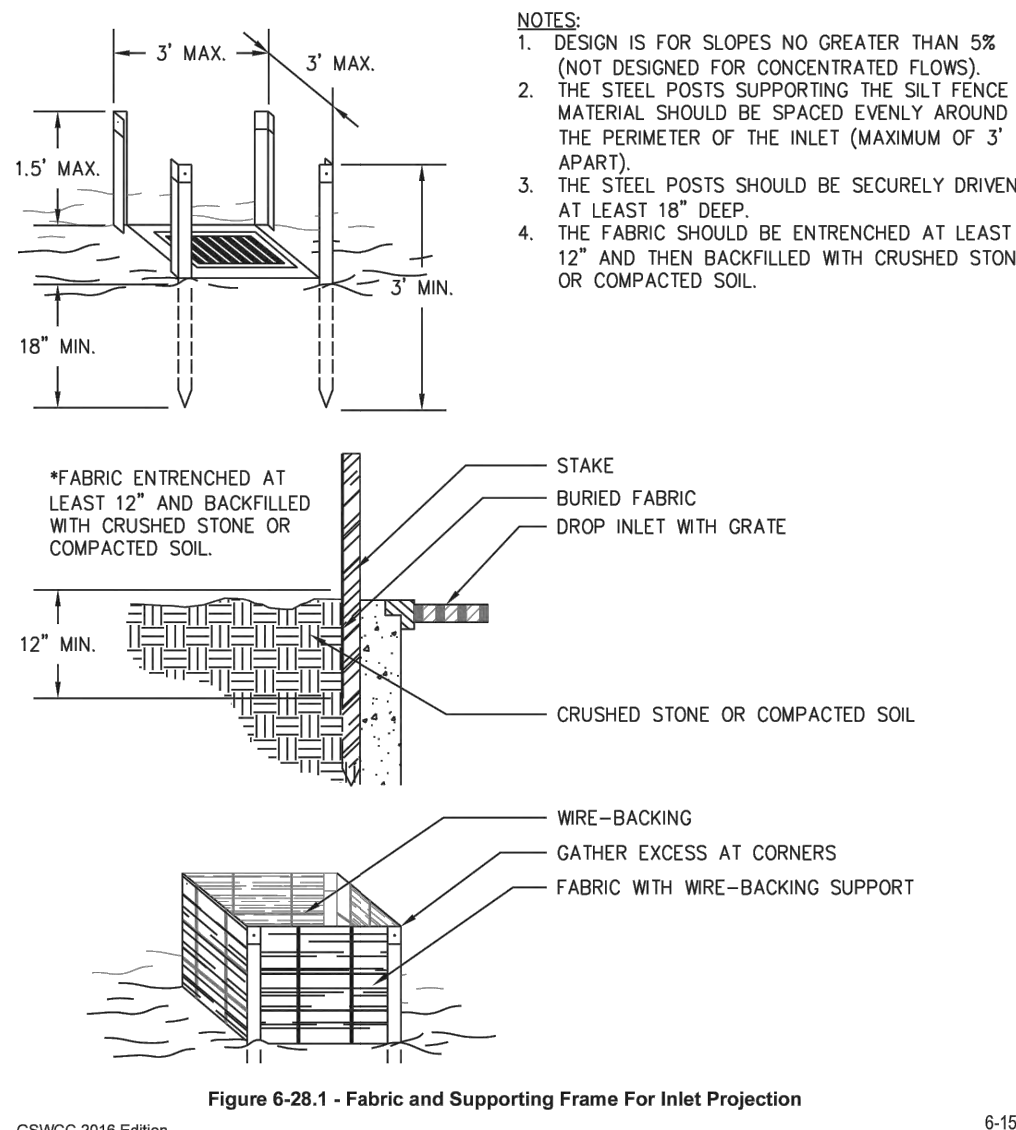
Once pavement has been installed, a curb inlet filter shall be installed on inlets receiving runoff from disturbed areas. This method of inlet protection shall be removed if a safety hazard is created. One method of curb inlet protection uses "pigs-in-a-blanket" - 8-inch concrete blocks wrapped in filter fabric. See Figure 6-21.5. Another method uses gravel bags constructed by wrapping DOT #57 stone with filter fabric, wire, plastic mesh, or equivalent material. A gap of approximately 4 inches shall be left between the inlet filter and the inlet to allow for overflow and prevent hazardous ponding in the roadway. Proper installation and maintenance are crucial due to possible ponding in the roadway, resulting in a hazardous condition. Several other methods are available to prevent the entry of sediment into storm drain inlets. Figure 6-21.7 shows of one of these alternative methods.

MAINTENANCE

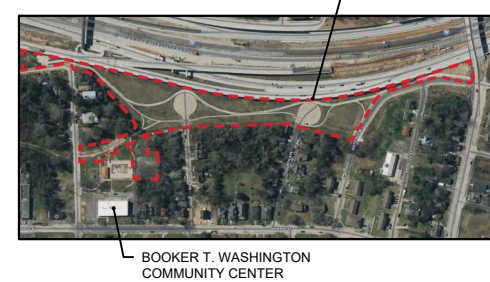
The trap shall be inspected daily and after each rain and repairs made as needed. Sediment shall be removed when the sediment has accumulated to one-half the height of the trap. Sediment shall be removed from curb inlet protection immediately. For excavated inlet sediment traps, sediment shall be removed when one-half of the sediment storage capacity has been lost to sediment accumulation. Sod inlet protection shall be maintained as specified in Dd4 - Disturbed Area Stabilization (With Sodding). Sediment shall not be washed into the inlet. It shall be removed from the sediment trap and disposed of and stabilized so that it will not enter the inlet, again. When the contributing drainage area has been permanently stabilized, all materials and any sediment shall be removed, and either salvaged or disposed of properly. The disturbed area shall be brought to proper grade, then smoothed and compacted. Appropriately stabilize all disturbed areas around the inlet.

FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

STEEL FRAME AND TYPE C SILT FENCE INSTALLATION



KEY PLAN:



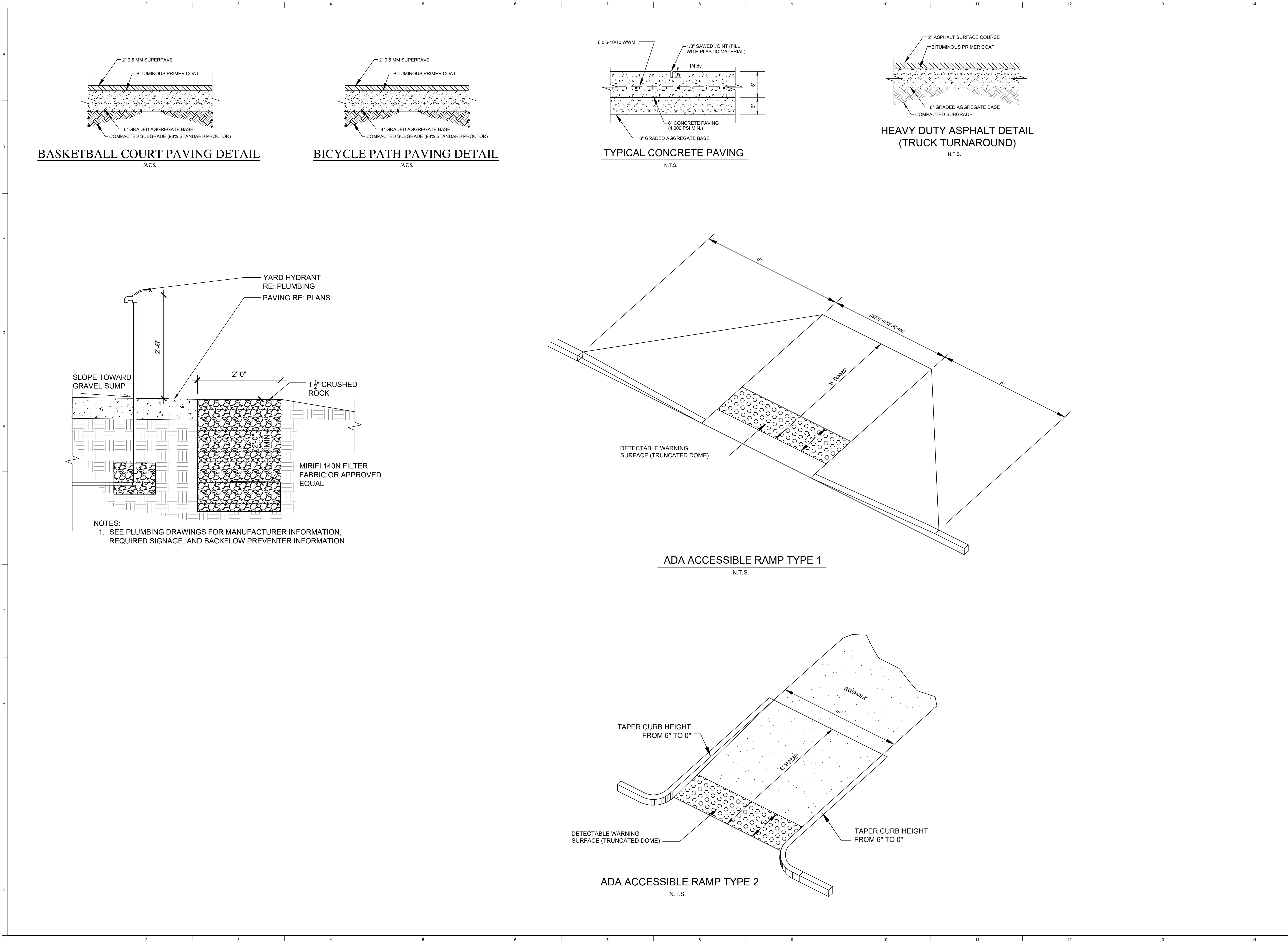
REVISIONS:	
DATE	DESCRIPTION
10/15/24	REVISED AS PER MWA REVIEW

DATE: OCTOBER 4, 2024

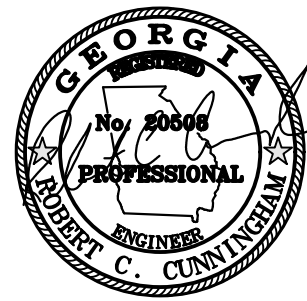
ES&PC DETAILS

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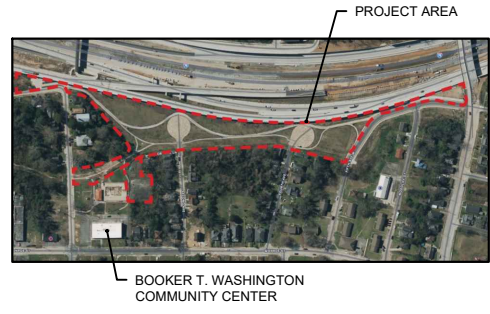


LINEAR PARK IMPROVEMENTS
MACON, GA
31201



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



REVISIONS:	
#	DATE DESCRIPTION

DATE: OCTOBER 4, 2024

CONSTRUCTION
DETAILS

SHEET:

C-6.0

ELECTRICAL SPECIFICATIONS

DIVISION 26

ELECTRICAL

SECTION A: GENERAL ELECTRICAL REQUIREMENTS

1. THESE PLANS AND SPECIFICATIONS APPLY TO LINEAR PARK IN MACON, GEORGIA, THE WORK DESCRIBED BY THESE PLANS AND SPECIFICATIONS AND TO THE INDICATED PROJECT AND MAY NOT BE MODIFIED OR REUSED WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
2. ALL WORK SHALL BE PERFORMED BY LICENSED ELECTRICAL CONTRACTOR WITH MINIMUM OF TWO YEARS OF EXPERIENCE, LIST OF PREVIOUS JOBS AND REFERENCES SHALL BE MADE AVAILABLE UPON REQUEST. CONTRACTOR SHALL PROVIDE ADEQUATE INSURANCE FOR PERSONNEL AND SHALL REPAIR ANY DAMAGE OCCURRING AS THE RESULT OF THIS PROJECT SITE AND RELATED PROPERTY.
3. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NFPA 70) - 2020 EDITION, THE NATIONAL ELECTRICAL CODE (NATIONAL FIRE PROTECTION ASSOCIATION) - 2020 EDITION, THE INTERNATIONAL BUILDING CODE - 2008 EDITION, REGULATIONS OF THE LOCAL UTILITY COMPANY WITH RESPECT TO METERING AND SERVICE ENTRANCE AND MUNICIPAL AND STATE ORDINANCES GOVERNING ELECTRICAL WORK.
4. ALL PERMITS AND FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
5. ALL EQUIPMENT, MATERIAL, AND DEVICES SHALL BE LISTED OR RECOGNIZED BY UNDERWRITER'S LABORATORY OR ELECTRICAL TESTING LABORATORY AND USED AND INSTALLED IN ACCORDANCE WITH ITS LISTING.
6. ALL WORK PERFORMED SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FROM THE FINAL COMPLETION DATE EXCEPT FOR FUSES AND LAMPS IN LIGHT FIXTURES. UPON THE OCCURRENCE OF A PROBLEM, THE CONTRACTOR SHALL INVESTIGATE THE PROBLEM WITHIN 48 HOURS UNLESS A DIFFERENT TIME PERIOD IS AGREED TO. THE CONTRACTOR SHALL INVESTIGATE, REPAIR OR REPLACE ALL FAULTY EQUIPMENT WITHIN A REASONABLE TIME PERIOD WITHOUT CHARGE TO THE OWNER.
7. THE TERM "PROVIDE" SHALL BE UNDERSTOOD TO MEAN, OBTAIN THE ITEM DESCRIBED, INSTALL IT IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND MANUFACTURER'S RECOMMENDATIONS.
8. ALL PENETRATIONS MADE IN FIRE RATED BUILDING PORTIONS SHALL BE SEALED WITH A LISTED RESISTANT MATERIAL SUITABLE FOR THE APPLICATION.
9. ALL INSTALLATIONS OF ELECTRICAL EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH OTHER TRADES PRIOR TO INSTALLATION.
10. PLANS ARE DIAGRAMMATIC AND SHOW THE LOCATION OF THE EQUIPMENT, RACEWAY AND FIXTURES, AND ARE NOT TO BE SCALED. ALL DIMENSIONS SHALL BE VERIFIED AT THE BUILDING SITE.
11. CONTRACTOR SHALL VERIFY AND COORDINATE ALL EQUIPMENT AND DEVICE LOCATIONS WITH OWNER'S PROJECT MANAGER PRIOR TO INSTALLATION.

SECTION B: BASIC MATERIALS

1. ALL CONDUCTORS USED FOR 600 VOLTS OR LESS SHALL BE HIGH GRADE COPPER CONDUCTORS WITH 75 DEGREE C, THHN OR THWN THERMOPLASTIC INSULATION. ALL CONDUCTORS SHALL BE MADE IN THE USA. ALL CONDUCTORS ROUTED IN UNDERGROUND CONDUIT SHALL BE RATED FOR WET LOCATIONS.
2. CONDUIT UNDERGROUND SHALL BE SCHEDULE 40 PVC. IF MORE THAN ONE CONDUIT IS PROVIDED IN A SINGLE TRENCH, THE MINIMUM SHALL BE RACKED WITH SPACERS EVERY FOUR FEET TO MAINTAIN A MINIMUM GAP BETWEEN CONDUIT TWO INCHES. BACKFILL USED FOR UNDERGROUND INSTALLATIONS SHALL BE FREE OF FOREIGN MATTER, WHERE EXPOSED TO WEATHER, CONDUIT SHALL BE GALVANIZED RIGID STEEL OR INTERMEDIATE METALLIC CONDUIT. THE CONDUIT SHALL BE TERMINATED WITH LISTED FITTINGS AND ALL CONDUIT ENDS SHALL BE REAMED AND SMOOTH. ALL CONDUIT ENDS IN BOXES SHALL BE PROVIDED WITH INSULATED BUSHINGS.
3. A MINIMUM #12 INSULATED COPPER GROUND CONDUCTOR SHALL BE INCLUDED IN ALL BRANCH CIRCUITS RATED 20 AMPERES. ALL OTHER CIRCUITS AND FEEDERS WILL BE PROVIDED WITH AN INSULATED COPPER CONDUCTOR SIZED AS NOTED OR IN ACCORDANCE WITH THE NEC, WHICHEVER IS GREATER.
4. THE MINIMUM SIZE OF ALL CONDUCTORS NOT OTHERWISE INDICATED IS #12 AND THE MINIMUM SIZE OF ALL CONDUIT UNLESS OTHERWISE INDICATED IS 3/4 IN.
5. ALL JUNCTION BOXES SHALL BE PROVIDED WITH COVERS AND ALL UNUSED OPENINGS SHALL BE PLUGGED. JUNCTION BOXES SHALL BE INDEPENDENTLY SUPPORTED FROM STRUCTURE. COVERS OF BOXES SHALL BE LABELED WITH THE CIRCUIT NUMBER WITH A BLACK PERMANENT MARKER IN 3/4 IN. HIGH LETTERS (LEGIBLE HANDWRITTEN LETTERING IS ACCEPTABLE).
6. ALL OUTLET BOXES SHALL BE METALLIC WEATHERPROOF WITH IN USE COVER. PROVIDE PLASTER RINGS FOR ALL OUTLET BOXES CONTAINING DEVICES TO PROVIDE A FIRM MOUNTING SUPPORT FOR THE DEVICE.
7. ALL CONVENIENCE RECEPTACLES SHALL BE SPECIFICATION GRADE 20 AMP RECEPTACLES, OWNER TO SELECT COLOR.
8. PROVIDE FACEPLATES FOR ALL RECEPTACLES, COORDINATE STYLE AND COLOR WITH OWNER'S PROJECT MANAGER.

SECTION C: DISTRIBUTION EQUIPMENT

1. CONTRACTOR SHALL PROVIDE CONDUCTORS AND CONDUIT FOR ALL FEEDERS IN ACCORDANCE WITH THE PLANS.
2. SEPARATELY MOUNTED CIRCUIT BREAKERS SHALL BE MOUNTED IN NEMA TYPE I ENCLOSURES IN INDOOR APPLICATIONS AND IN NEMA 3R ENCLOSURES IN EXTERIOR OR WET LOCATIONS. ALL CIRCUIT BREAKER ENCLOSURES SHALL BE PROVIDED WITH HINGED COVERS AND PROVISIONS FOR PADLOCKING THE COVERS.
3. PROVIDE PANELS AS SCHEDULED ON PLANS. CIRCUIT BREAKERS SHALL BE THERMAL-MAGNETIC BREAKERS WITH A MINIMUM INTERRUPTING RATING OF 10,000 AIC FOR 208/240V. AS INDICATED ON THE PLANS. BREAKERS SHALL HAVE 65/75 DEGREE C RATED TERMINATIONS. PANEL NOTED SHALL BE SERVICE ENTRANCE RATED. MOUNT PANELS WITH TOP OF PANEL 6 FT. ABOVE FLOOR, PANEL MANUFACTURERS: SQUARE D, GE, SIEMENS, AND CUTLER HAMMER. ALL CURRENT CARRYING PARTS SHALL BE COPPER.
4. PROVIDE GFCI CIRCUIT BREAKERS AND RECEPTACLES AS INDICATED ON THE PLANS AND IN THESE SPECIFICATIONS. THESE DEVICES SHALL BE CLASS A GFCI DEVICES.
5. SYSTEM COORDINATION: THE MANUFACTURER OF THE PANELBOARDS SHALL PROVIDE SERIES RATED EQUIPMENT BASED ON UL LISTED TEST RESULTS. THE CONTRACTOR SHALL VERIFY THE AVAILABLE SHORT CIRCUIT CURRENT AT THE SERVING TRANSFORMER.
6. PROVIDE EACH PANELBOARD WITH A TYPED CIRCUIT BREAKER DIRECTORY CARD INSIDE A PLASTIC COVERING EVERY CIRCUIT AND CIRCUIT MODIFICATION SHALL BE LEGIBLY IDENTIFIED AS TO ITS CLEAR, EVIDENT, AND SPECIFIC PURPOSE OR USE. THE IDENTIFICATION SHALL INCLUDE SUFFICIENT DETAIL TO ALLOW EACH CIRCUIT TO BE DISTINGUISHED FROM ALL OTHERS. THE DIRECTORY AND COVERING SHALL BE LOCATED INSIDE A STEEL FRAME PROVIDED INSIDE THE DOOR OF EACH PANELBOARD. THE DIRECTORY SHALL BE TYPED TO IDENTIFY THE LOAD FED BY EACH CIRCUIT BREAKER AND THE AREAS SERVED.
7. PROVIDE NAMEPLATES FOR ALL PANELBOARDS, DISCONNECT SWITCHES, ENCLOSED CIRCUIT BREAKERS, COMBINATION STARTERS, CONTACTORS, AND ALL OTHER ELECTRICAL DISTRIBUTION EQUIPMENT. PANELS, MOUNT NAMEPLATES ON EXTERIOR OF THE DOOR OF ALL SURFACE MOUNTED PANELS AND EQUIPMENT. NAME PLATES SHALL BE LAMINATED PLASTIC PLATES WITH 3/16 IN. HIGH WHITE LETTERS ETCHED ON BLACK BACKGROUND. NAME PLATES SHALL BE INSTALLED PARALLEL TO EQUIPMENT LINES. THE NAME OR USAGE OF EACH DEVICE OR BRANCH CIRCUIT SHALL BE ETCHED IN THE NAMEPLATE. CONTRACTOR TO COORDINATE EXACT EQUIPMENT IDENTIFICATION WITH THE OWNER. SECURE NAMEPLATES VIA EPOXY GLUE.

ELECTRICAL LEGEND	
LIGHTING AND POWER	
	CONDUIT RUN CONCEALED BELOW FLOOR SLAB, OR UNDERGROUND (3 WIRE UNLESS SHOWN).
 A-2,4	HOMERUN TO PANELBOARD, LETTER OR LETTERS INDICATE PANELBOARD, NUMBERS INDICATES CIRCUIT NUMBERS.
 WP	DUPLEX CONVENIENCE OUTLET, GFITYPE, MOUNTED IN LIGHTING FIXTURE POLE. "WP" WHERE SHOWN INDICATES WEATHERPROOF. PROVIDE METAL IN-USE WEATHERPROOF COVERPLATE.
	PANELBOARD, SEE SCHEDULE.
	DISCONNECT SWITCH, SIZE AS NOTED ON DRAWINGS.

GENERAL NOTES:

-
- Diagram illustrating the connections for Service Grounding:
- GROUND BAR
 - NEUTRAL
 - LP
 - MECHANICAL ACORN STYLE CLAMP
 - WATER PIPE
 - NEUTRAL FROM UTILITY
 - #6 AWG
 - (3) 10 FT.-0 IN. x 3/4 IN. COPPER CLAD GROUND RODS 10 FT. ON CENTER IN TRIANGLE SHAPE. (RESISTANCE TO GROUND 25 OHMS OR LESS).
- 2**
E-101
- # SERVICE GROUNDING
- NOT TO SCALE
- VOLT
PHAS
BUS

- ▶ 3*2, 1/2 IN. C.
- ▶ NEMA 4X STAINLESS STEEL ENCLOSURE PANEL.
- ▶ 3*2,*6G, 1/2 IN. C.
- ▶ CONCRETE HOUSKEEPING PAD: 3 FT. WIDE X 6 IN. HIGH. LENGTH SHALL BE 1 FT. BEYOND EACH END OF BACKBOARD.
- ▶ TOP OPERABLE BREAKER AT 72 IN. ABOVE FINISHED GRADE (MAX). PROVIDE 6 IN. X 2 IN. X 3/8 IN. GALVANIZED C-CHANNEL 2 FT. ON CENTER HORIZONTALLY. ALL BOLTS, NUTS AND WASHERS TO BE STAINLESS STEEL.
- ▶ PROVIDE 4 IN. X 4 IN. X 3/8 IN. GALVANIZED STEEL I-BEAM VERTICAL SUPPORTS 3 FT. INTO CONCRETE BASE. PROVIDE BEAMS A MAX OF 3 FT. ON CENTER. POSTS SHALL HAVE CAPS TO PREVENT RAIN.



1 MAIN SERVICE PANELS, PROVIDE EXTERNALLY MOUNTED 200KA PER MODE TVSS, WITH BREAKER FOR DISCONNECT MEANS AND FACTORY WIRED CONNECTIONS. 4#4, 1-1/4" CONDUIT FOR CONNECTION FROM BREAKER TO TVSS MODULE

- ▶ 3*2J 1/2 IN C.
- ▶ NEMA 4X STAINLESS STEEL ENCLOSURE PANEL.
- ▶ 3*2,*6GJ 1/2 IN C.
- ▶ CONCRETE HOUSING: PAD: 3 FT. WIDE X 6 IN. HIGH. LENGTH SHALL BE 1 FT. BEYOND EACH END OF BACKBOARD.
- ▶ TOP OPERABLE BREAKER AT 72 IN. ABOVE FINISHED GRADE (MAX). PROVIDE 6 IN X 2 IN X 3/8 IN. GALVANIZED C-CHANNEL 2 FT. ON CENTER HORIZONTALLY. ALL BOLTS, NUTS AND WASHERS TO BE STAINLESS STEEL.
- ▶ PROVIDE 4 IN. X 4 IN. X 3/8 IN. GALVANIZED STEEL I-BEAM VERTICAL SUPPORTS 3 FT. INTO CONCRETE BASE. PROVIDE BEAMS A MAX OF 3 FT. ON CENTER. POSTS SHALL HAVE CAPS TO PREVENT RAIN.

[illegible]

PS DEMAND CALCULATIONS			
	CONNECTED LOAD (VA)	DEMAND FACTOR	CALCULATED DEMAND (VA)
TOTAL CONNECTED LOAD (VA)	3,200		
LIGHTING		1.25	0
HVAC		1.00	0
HVAC (CONTINUOUS)		1.25	0
LARGEST MOTOR		1.25	0
MOTOR LOAD	0	1.00	0
RECEPTACLE (FIRST 10,000 VA)	3,200	1.00	3,200
RECEPTACLE (GREATER THAN 10,000 VA)		0.50	0
WATER HEATER		1.00	0
MISC LOADS		1.00	0
DEMAND LOAD - VOLT-AMPERES			3,200
DEMAND LOAD - 240V 1-PHASE AMPS			13.3

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CONSULTANTS, INC.



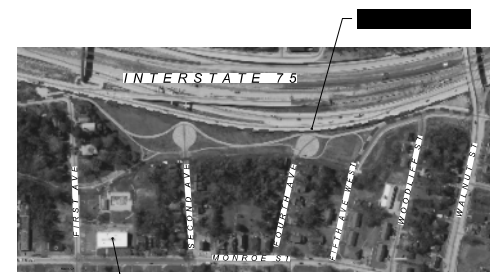
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

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MACON, GA
31201



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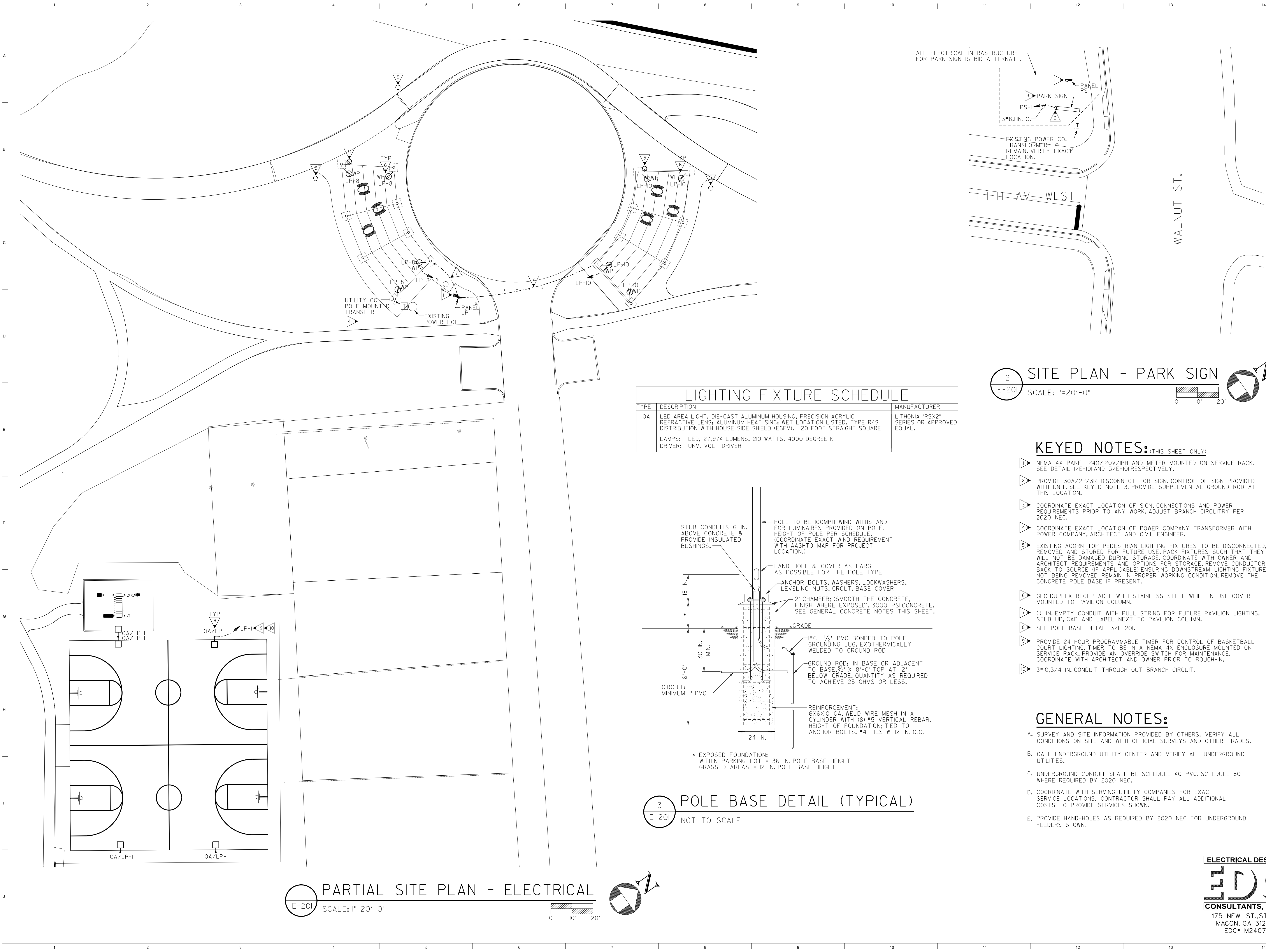
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DATE: OCTOBER 4, 2024

RISER DIAGRAM, LEGEND AND SCHEDULES

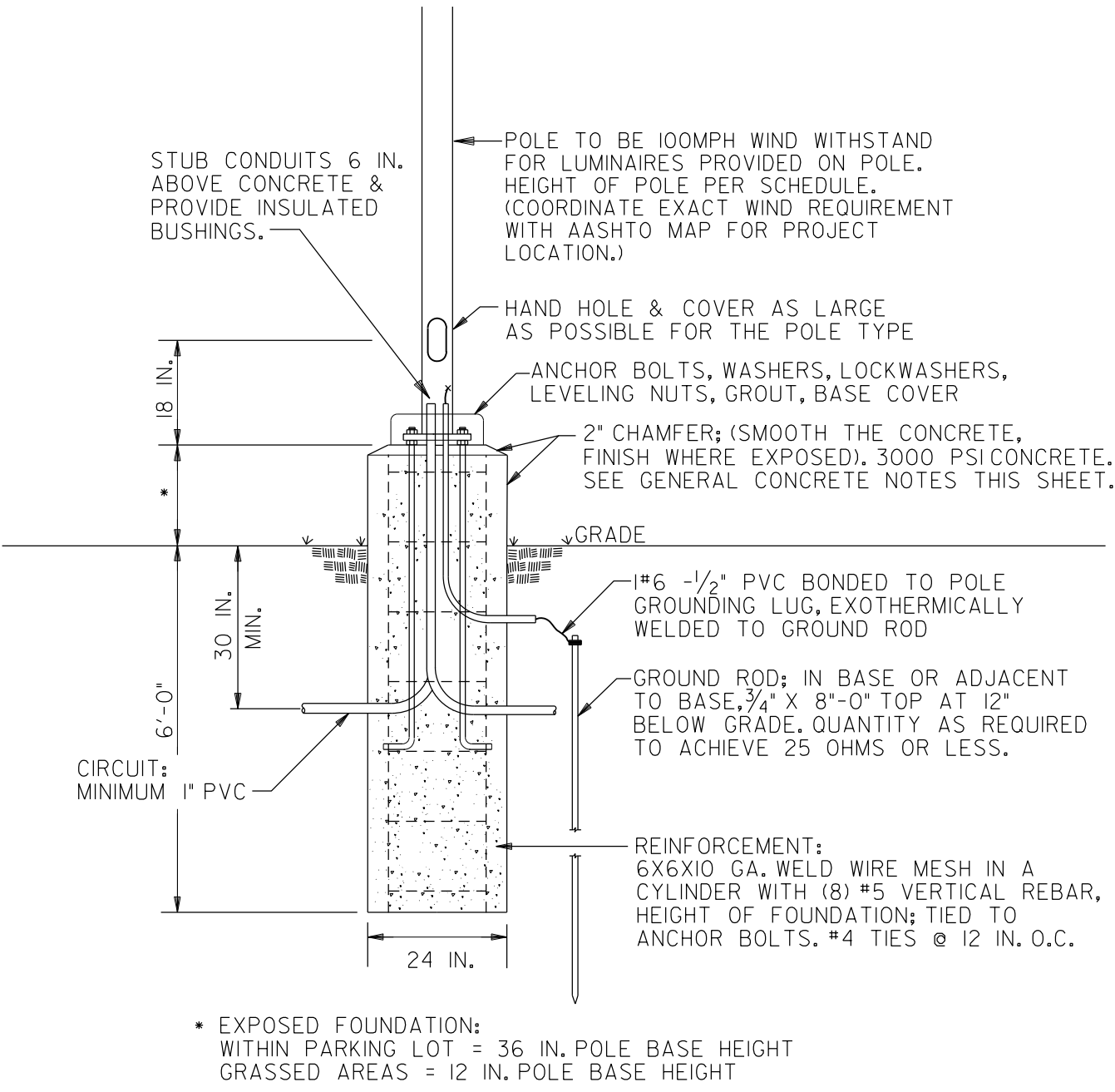
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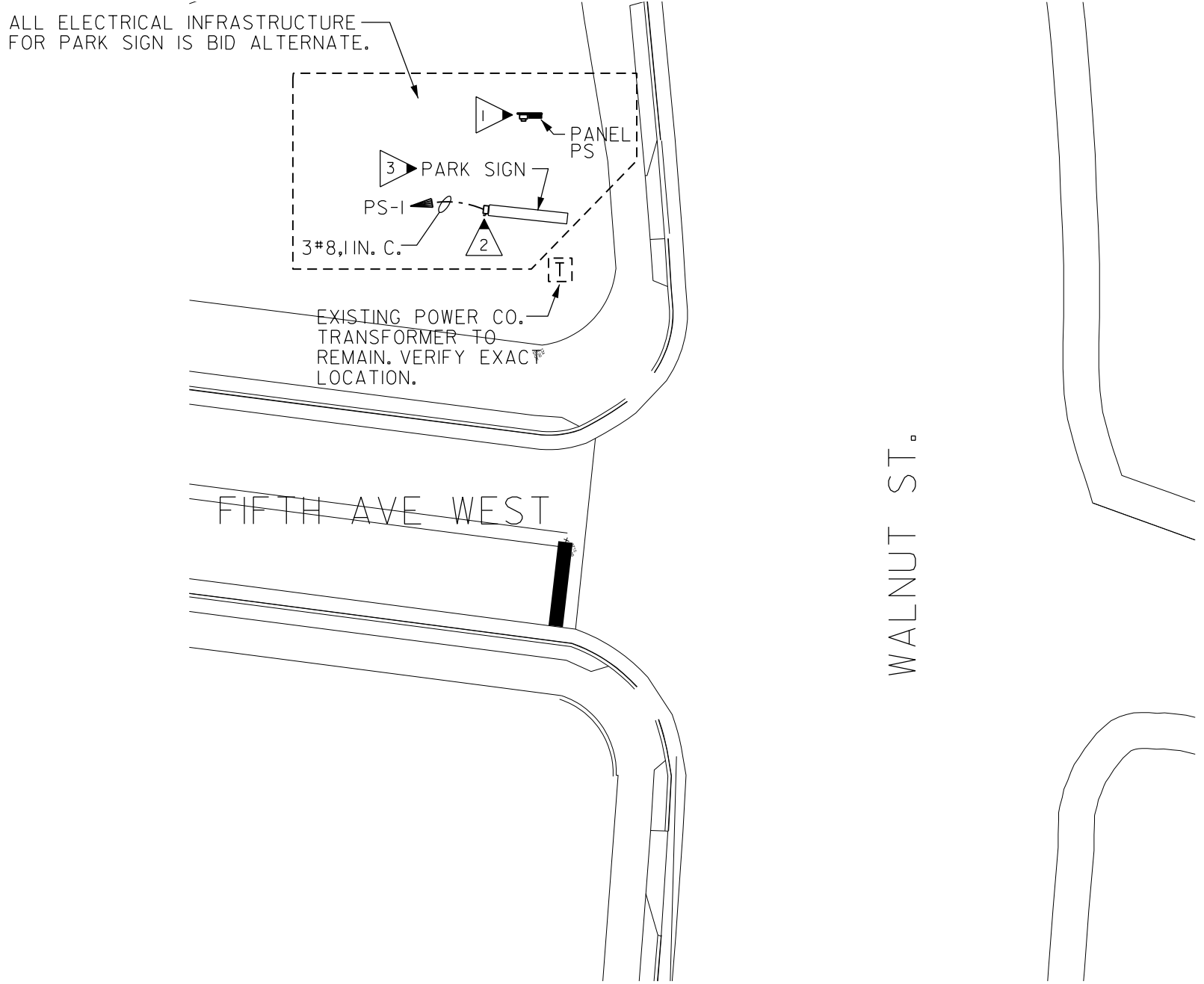


1 PARTIAL SITE PLAN - ELECTRICAL
E-201 SCALE: 1"=20'-0"

LIGHTING FIXTURE SCHEDULE		
TYPE	DESCRIPTION	MANUFACTURER
OA	LED AREA LIGHT, DIE-CAST ALUMINUM HOUSING, PRECISION ACRYLIC REFRACTIVE LENS; ALUMINUM HEAT SINK; WET LOCATION LISTED. TYPE R4S DISTRIBUTION WITH HOUSE SIDE SHIELD (EGFV). 20 FOOT STRAIGHT SQUARE LAMPS: LED, 27,974 LUMENS, 210 WATTS, 4000 DEGREE K DRIVER: UNV. VOLT DRIVER	LITHONIA "RSX2" SERIES OR APPROVED EQUAL.



3 POLE BASE DETAIL (TYPICAL)
E-201 NOT TO SCALE



2 SITE PLAN - PARK SIGN
E-201 SCALE: 1"=20'-0"

KEYED NOTES: (THIS SHEET ONLY)

- NEMA 4X PANEL 240/120V/1PH AND METER MOUNTED ON SERVICE RACK. SEE DETAIL 1/E-101 AND 3/E-101 RESPECTIVELY.
- PROVIDE 30A/2P/3R DISCONNECT FOR SIGN. CONTROL OF SIGN PROVIDED WITH UNIT. SEE KEYED NOTE 3. PROVIDE SUPPLEMENTAL GROUND ROD AT THIS LOCATION.
- COORDINATE EXACT LOCATION OF SIGN, CONNECTIONS AND POWER REQUIREMENTS PRIOR TO ANY WORK. ADJUST BRANCH CIRCUITRY PER 2020 NEC.
- COORDINATE EXACT LOCATION OF POWER COMPANY TRANSFORMER WITH POWER COMPANY, ARCHITECT AND CIVIL ENGINEER.
- EXISTING ACORN TOP PEDESTRIAN LIGHTING FIXTURES TO BE DISCONNECTED, REMOVED AND STORED FOR FUTURE USE. PACK FIXTURES SUCH THAT THEY WILL NOT BE DAMAGED DURING STORAGE. COORDINATE WITH OWNER AND ARCHITECT REQUIREMENTS AND OPTIONS FOR STORAGE. REMOVE CONDUCTORS BACK TO SOURCE (IF APPLICABLE) ENSURING DOWNSTREAM LIGHTING FIXTURES NOT BEING REMOVED REMAIN IN PROPER WORKING CONDITION. REMOVE THE CONCRETE POLE BASE IF PRESENT.
- GFCI DUPLEX RECEPTACLE WITH STAINLESS STEEL WHILE IN USE COVER MOUNTED TO PAVILION COLUMN.
- (1) 1 IN. EMPTY CONDUIT WITH PULL STRING FOR FUTURE PAVILION LIGHTING. STUB UP, CAP AND LABEL NEXT TO PAVILION COLUMN.
- SEE POLE BASE DETAIL 3/E-201.
- PROVIDE 24 HOUR PROGRAMMABLE TIMER FOR CONTROL OF BASKETBALL COURT LIGHTING. TIMER TO BE IN A NEMA 4X ENCLOSURE MOUNTED ON SERVICE RACK. PROVIDE AN OVERRIDE SWITCH FOR MAINTENANCE. COORDINATE WITH ARCHITECT AND OWNER PRIOR TO ROUGH-IN.
- 3" 10, 3/4 IN. CONDUIT THROUGH OUT BRANCH CIRCUIT.

GENERAL NOTES:

- SURVEY AND SITE INFORMATION PROVIDED BY OTHERS. VERIFY ALL CONDITIONS ON SITE AND WITH OFFICIAL SURVEYS AND OTHER TRADES.
- CALL UNDERGROUND UTILITY CENTER AND VERIFY ALL UNDERGROUND UTILITIES.
- UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, SCHEDULE 80 WHERE REQUIRED BY 2020 NEC.
- COORDINATE WITH SERVING UTILITY COMPANIES FOR EXACT SERVICE LOCATIONS. CONTRACTOR SHALL PAY ALL ADDITIONAL COSTS TO PROVIDE SERVICES SHOWN.
- PROVIDE HAND-HOLES AS REQUIRED BY 2020 NEC FOR UNDERGROUND FEEDERS SHOWN.

ELECTRICAL DESIGN
EDC
CONSULTANTS, INC.
175 NEW ST., STE. 1
MACON, GA 31201
EDC* M24072

986 COLE STREET
MACON, GA 31201
478.747.0250

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MACON, GA
31201

KEY PLAN:

REVISIONS:

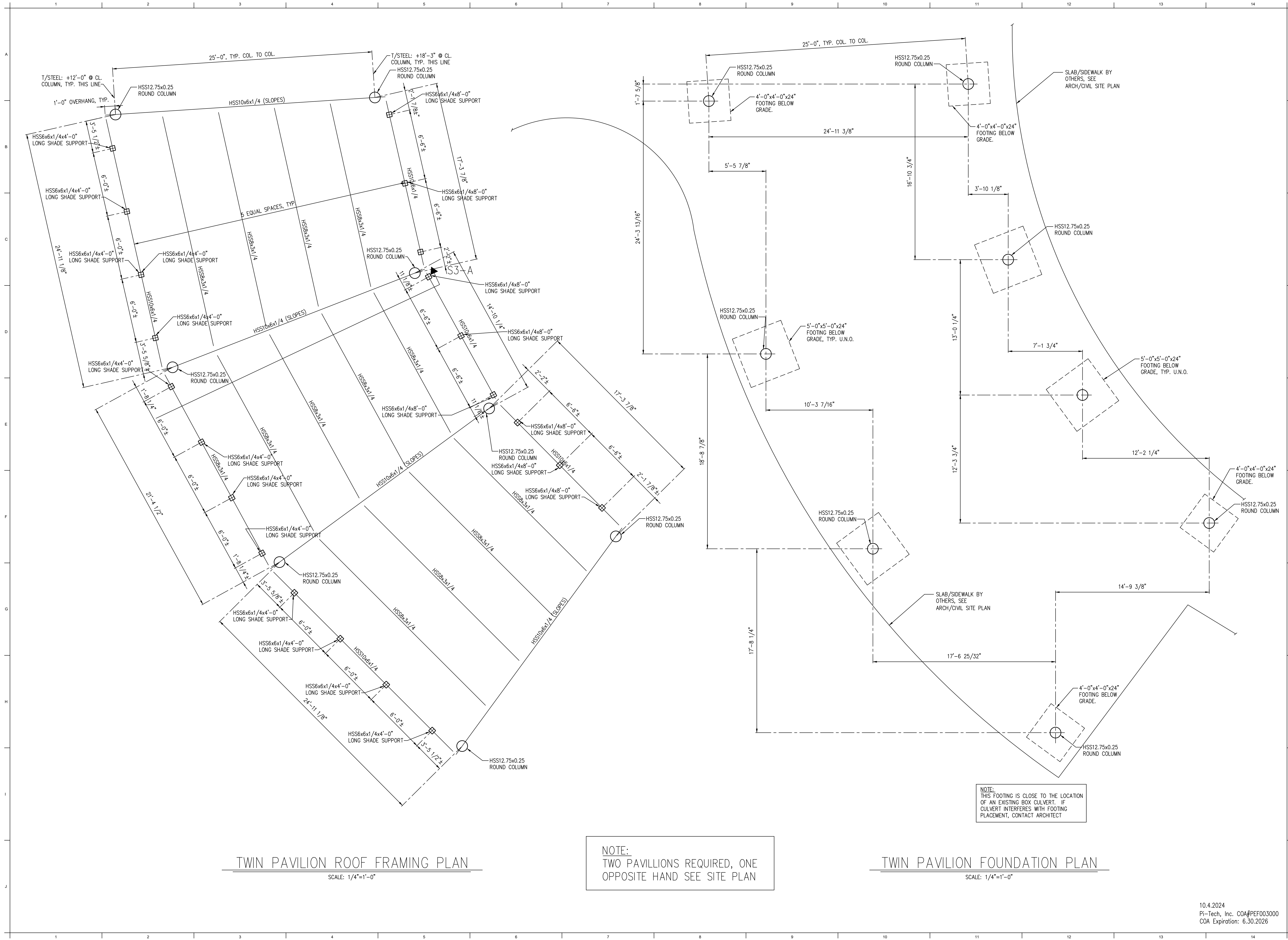
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SITE PLAN - ELECTRICAL

SHEET:

E-201



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31201

STRUCTURAL DESIGN BY
PI-TECH, INC.
REGISTERED
No. 55000062
STRUCTURAL
ENGINEER
MATTHEW N. ELLIS

KEY PLAN:

REVISIONS:		
#	DATE	DESCRIPTION

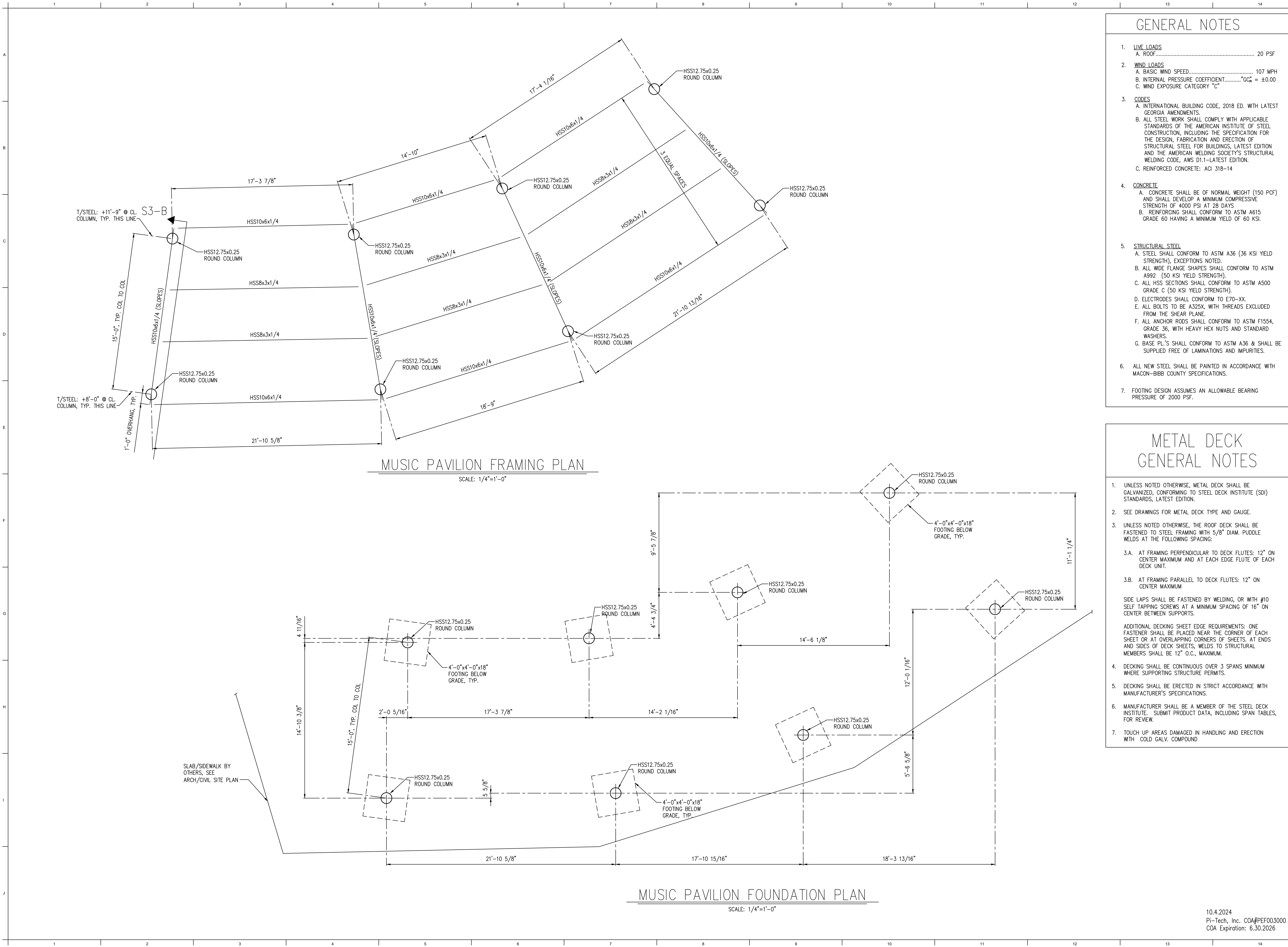
DATE: OCTOBER 4, 2024

TWIN PAVILION FOUNDATION
& FRAMING PLANS

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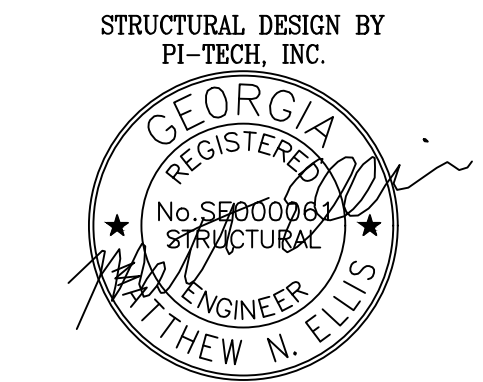
10.4.2024
Pi-Tech, Inc. COA#PEF003000
COA Expiration: 6.30.2026

S1



LINEAR PARK IMPROVEMENTS

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KEY PLAN:

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#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

MUSIC PAVILION FOUNDATION
& FRAMING PLANS

SHEET:

S2



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LINEAR PARK IMPROVEMENTS
MACON, GA
31201

STRUCTURAL DESIGN BY
PI-TECH, INC.



KEY PLAN:

REVISIONS:		
#	DATE	DESCRIPTION

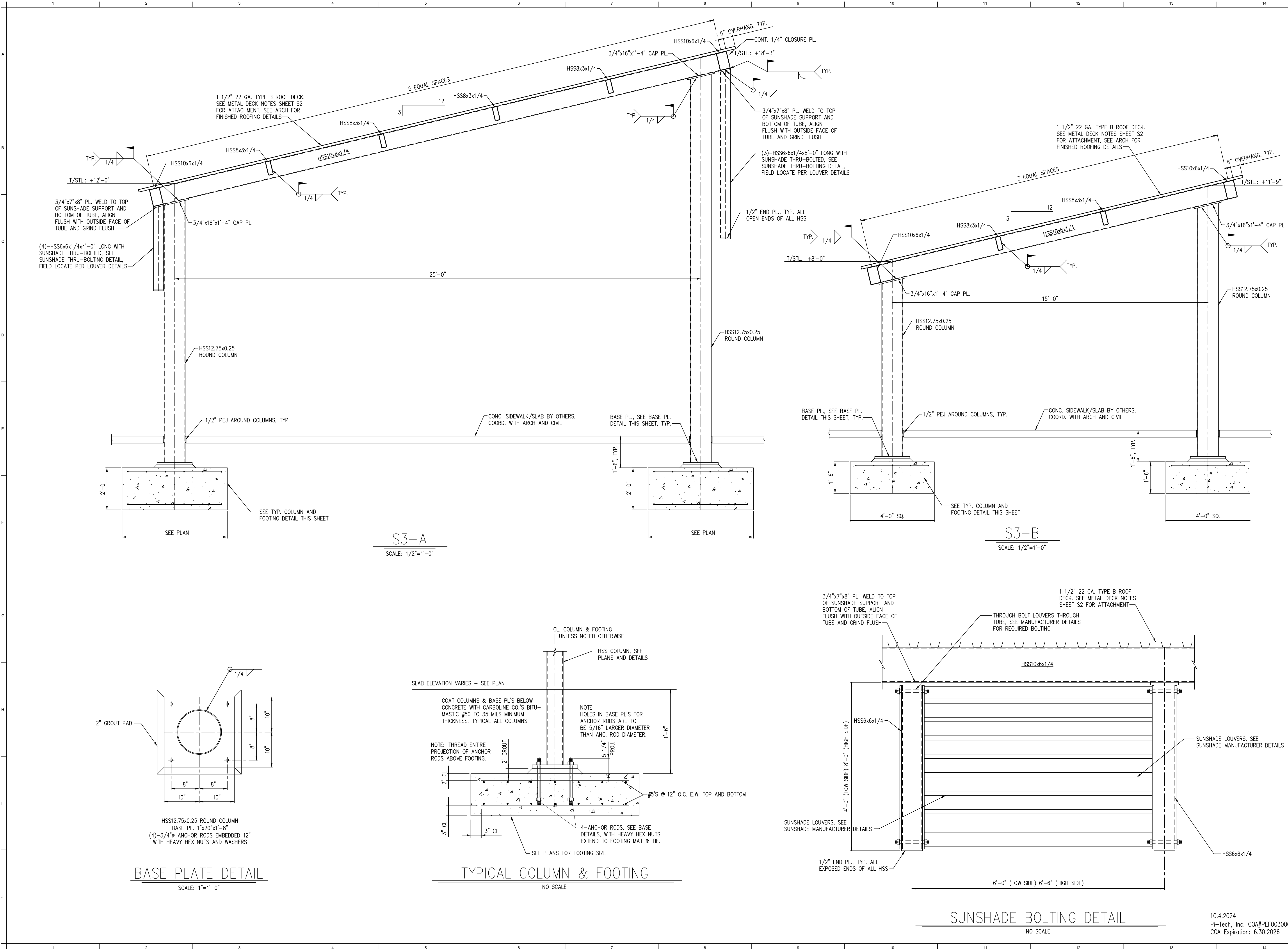
DATE: OCTOBER 4, 2024

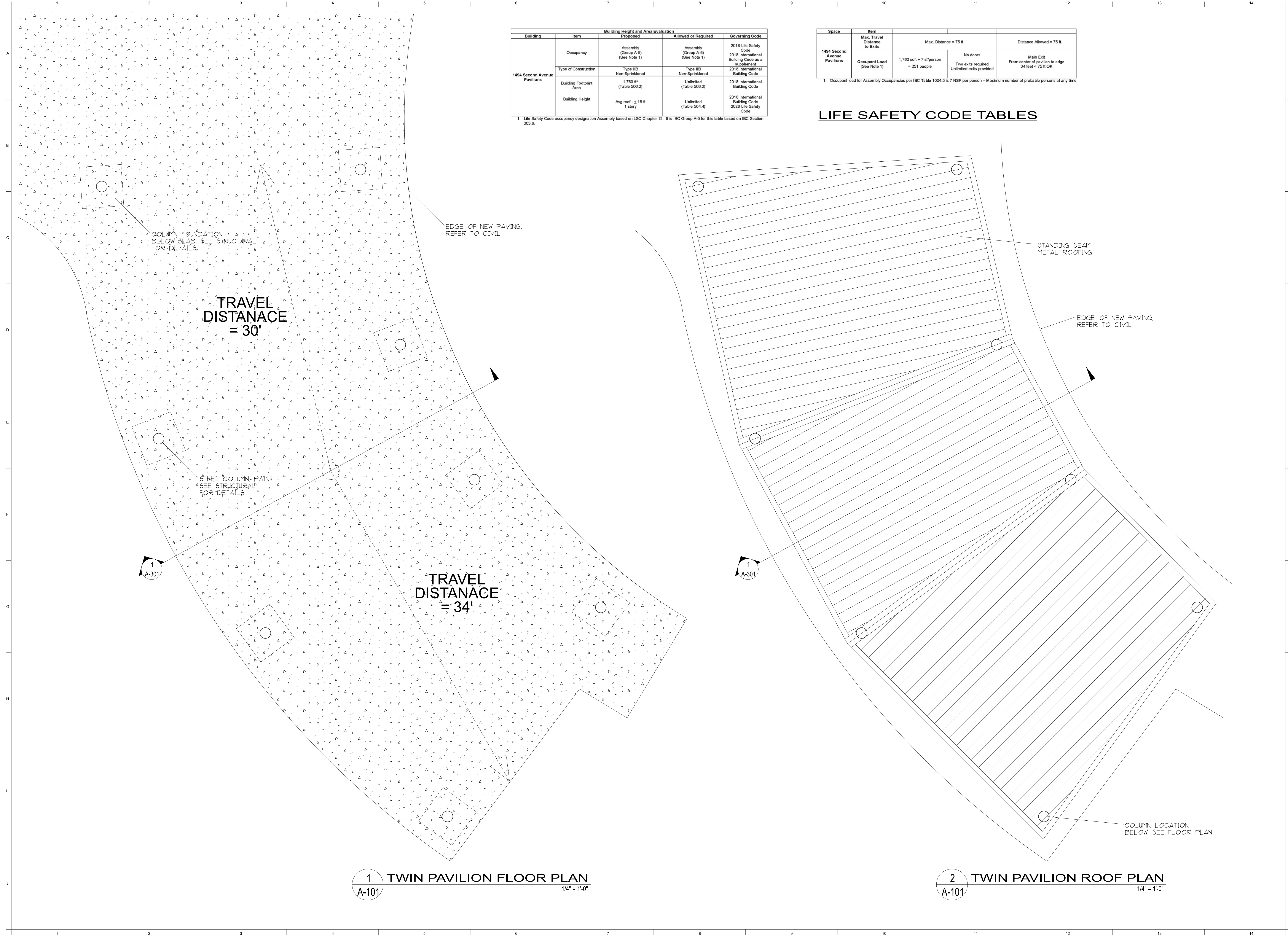
PAVILION SECTIONS
AND DETAILS

SHEET:

S3

10.4.2024
Pi-Tech, Inc. COA#PEF003000
COA Expiration: 6.30.2026





Building Height and Area Evaluation				
Building	Item	Proposed	Allowed or Required	Governing Code
1494 Second Avenue Pavilions	Occupancy	Assembly (Group A-5) (See Note 1)	Assembly (Group A-5) (See Note 1)	2018 Life Safety Code 2018 International Building Code as a supplement
	Type of Construction	Type IIB Non-Sprinklered	Type IIB Non-Sprinklered	2018 International Building Code
	Building Footprint Area	1,760 sq ft (Table 505.2)	Unlimited (Table 505.2)	2018 International Building Code
	Building Height	Avg roof ± 15 ft 1 story	Unlimited (Table 504.4)	2018 International Building Code 2028 Life Safety Code

1. Life Safety Code occupancy designation Assembly based on IBC Chapter 12. It is IBC Group A-5 for this table based on IBC Section 303.6.

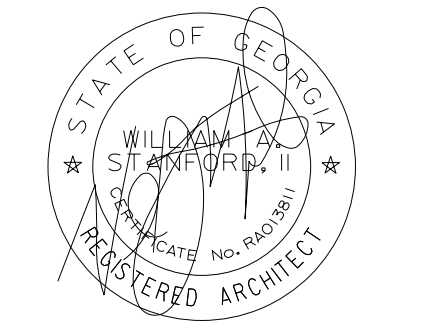
Space	Item	Max. Distance = 75 ft.		Distance Allowed = 75 ft.
1494 Second Avenue Pavilions	Max. Travel Distance to Exits	Max. Distance = 75 ft.		Distance Allowed = 75 ft.
	Occupant Load (See Note 1)	1,760 sq ft = 7 sq ft/person = 251 people	No doors Two exits required Unlimited exits provided	Main Exit From center of pavilion to edge 34 feet < 75 ft OK

1. Occupant load for Assembly Occupancies per IBC Table 1004.5 is 7 NSF per person – Maximum number of probable persons at any time.

LIFE SAFETY CODE TABLES

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:

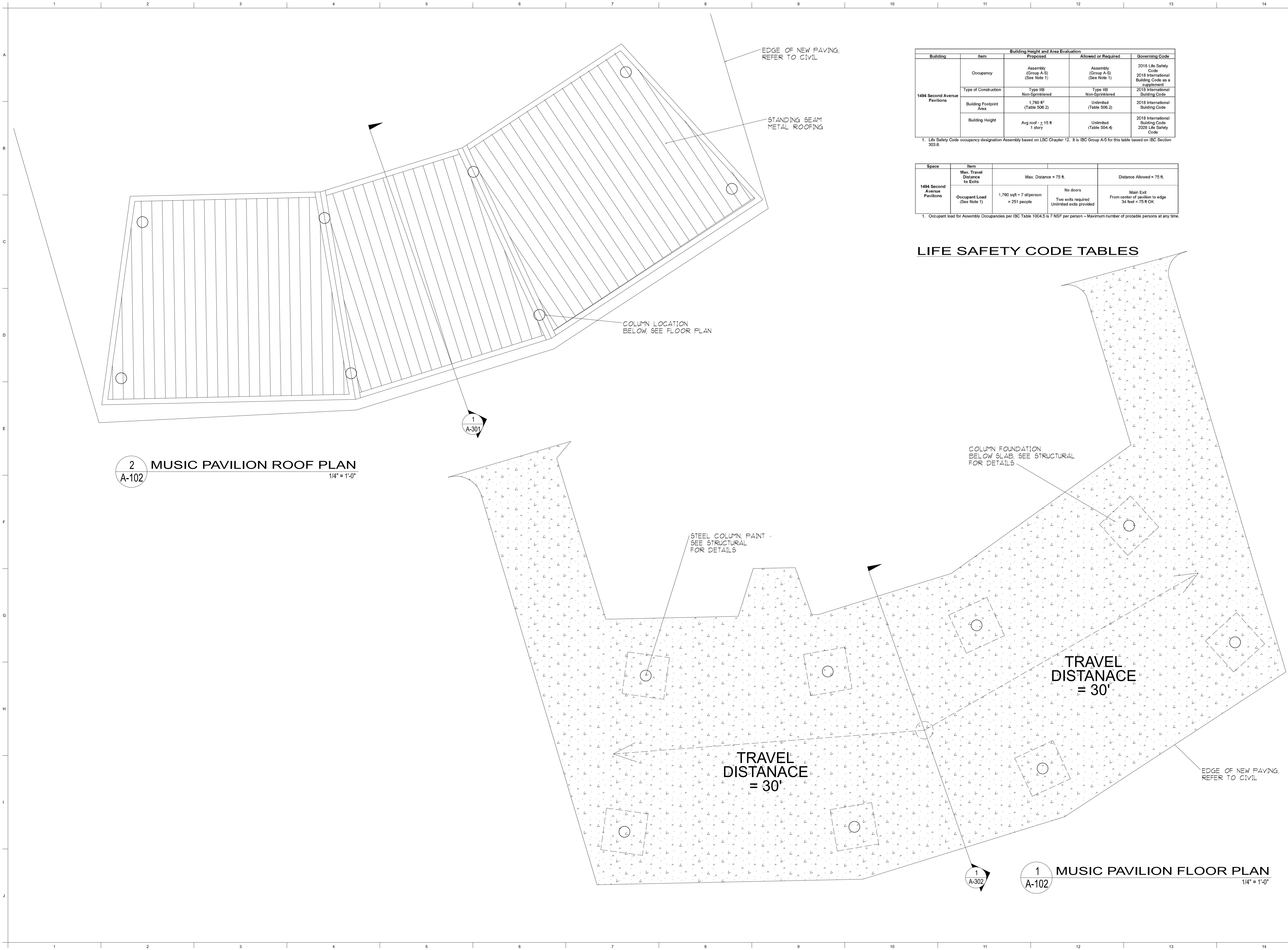
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

TWIN PAVILION
FLOOR & ROOF
PLANS

SHEET:

A-101



Building Height and Area Evaluation				
Building	Item	Proposed	Allowed or Required	Governing Code
1494 Second Avenue Pavilions	Occupancy	Assembly (Group A-5) (See Note 1)	Assembly (Group A-5) (See Note 1)	2018 Life Safety Code 2018 International Building Code as a supplement
	Type of Construction	Type IIB Non-Sprinklered	Type IIB Non-Sprinklered	2018 International Building Code
	Building Footprint Area	1,760 ft² (Table 506.2)	Unlimited (Table 506.2)	2018 International Building Code
	Building Height	Avg roof ± 15 ft 1 story	Unlimited (Table 504.4)	2018 International Building Code 2018 Life Safety Code

1. Life Safety Code occupancy designation Assembly based on LSC Chapter 12. It is IBC Group A-5 for this table based on IBC Section 303.6.

Space	Item	Max. Distance = 75 ft.	
1494 Second Avenue Pavilions	Max. Travel Distance to Exits	Distance Allowed = 75 ft.	
	Occupant Load (See Note 1)	1,760 sqft = 7 sf/person = 251 people	No doors Two exits required Unlimited exits provided Main Exit From center of pavilion to edge 34 feet < 75 ft OK

1. Occupant load for Assembly Occupancies per IBC Table 1004.5 is 7 NSF per person – Maximum number of probable persons at any time.

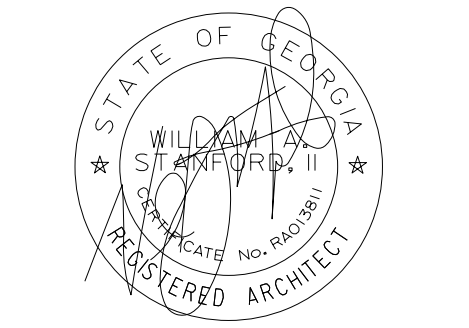
LIFE SAFETY CODE TABLES



986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:

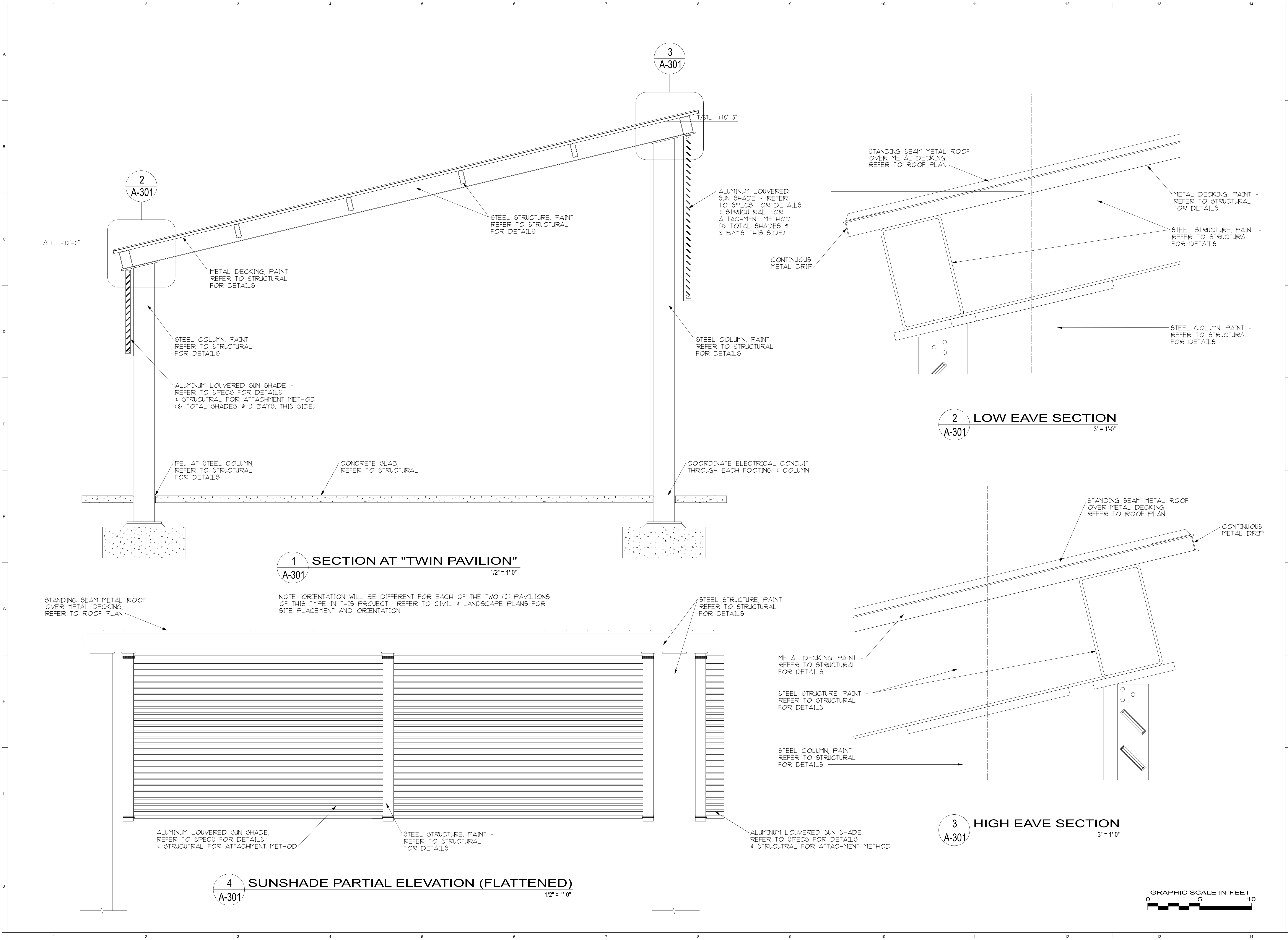
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

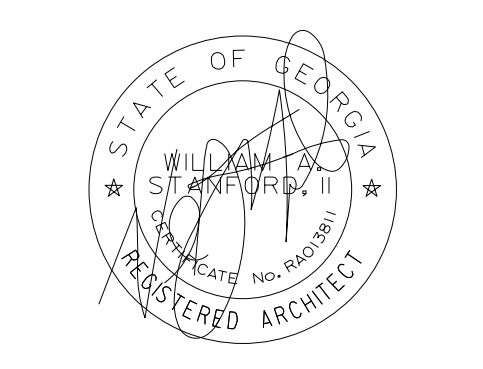
MUSIC PAVILION
FLOOR PLAN &
ROOF PLAN

SHEET:

A-102



LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:

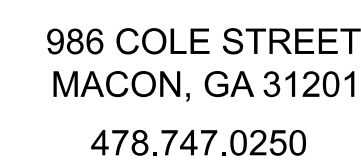
REVISIONS:	
#	DATE DESCRIPTION

DATE: OCTOBER 4, 2024

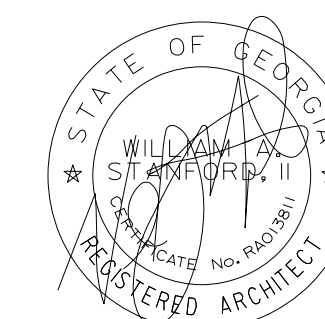
TWIN PAVILIONS
SECTION

SHEET:

A-301



LINEAR PARK IMPROVEMENTS
MACON, GA
31201



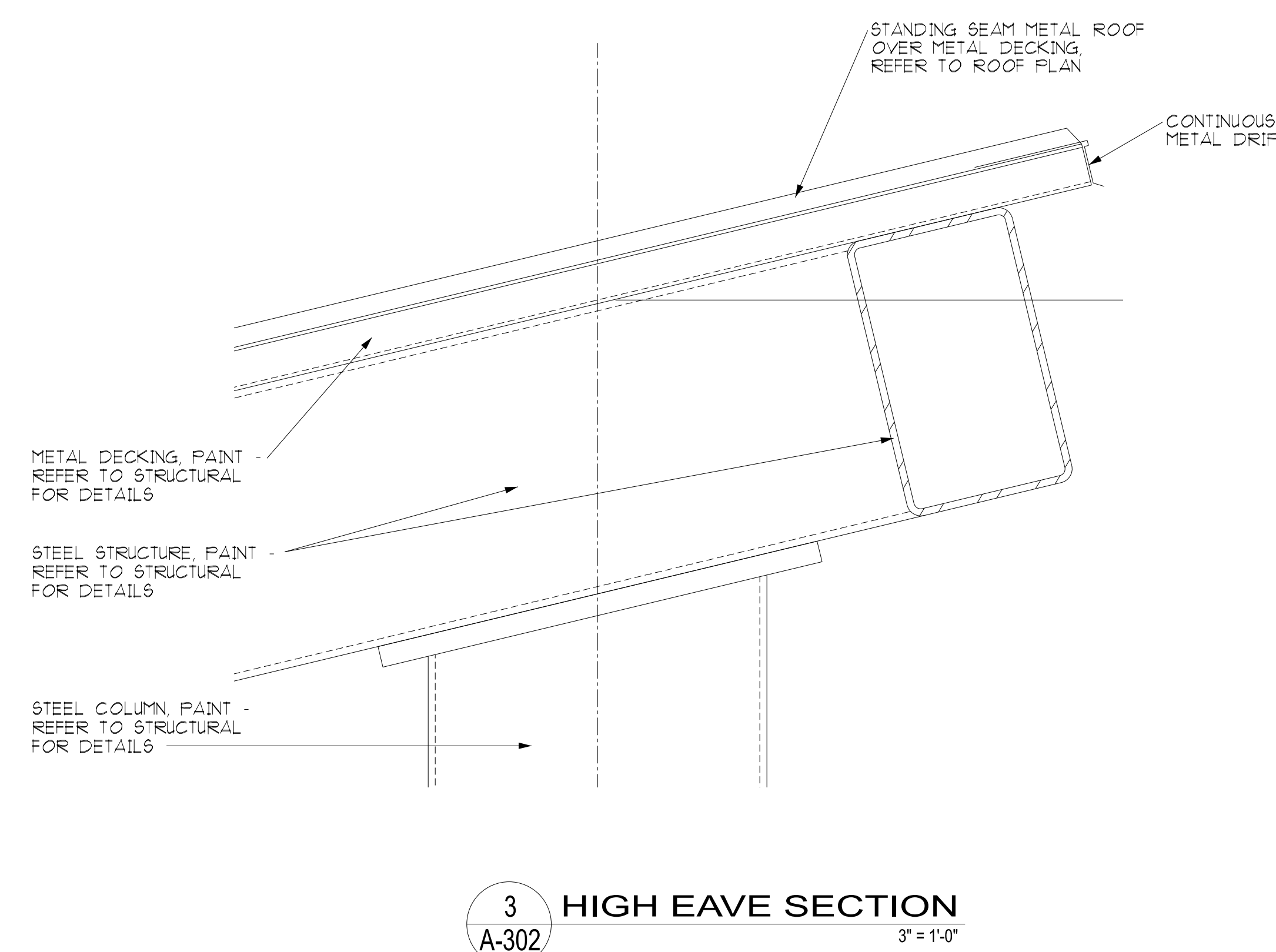
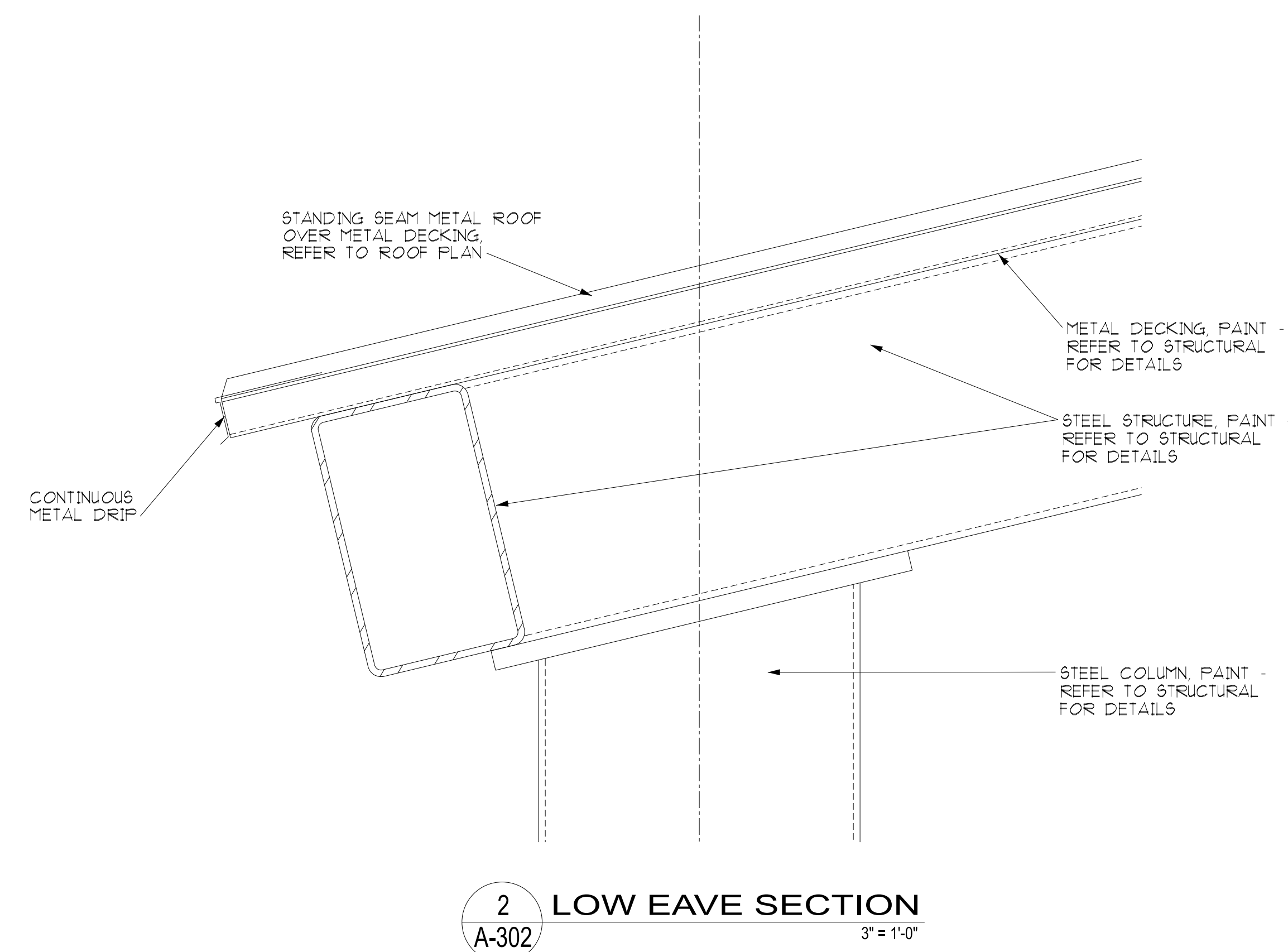
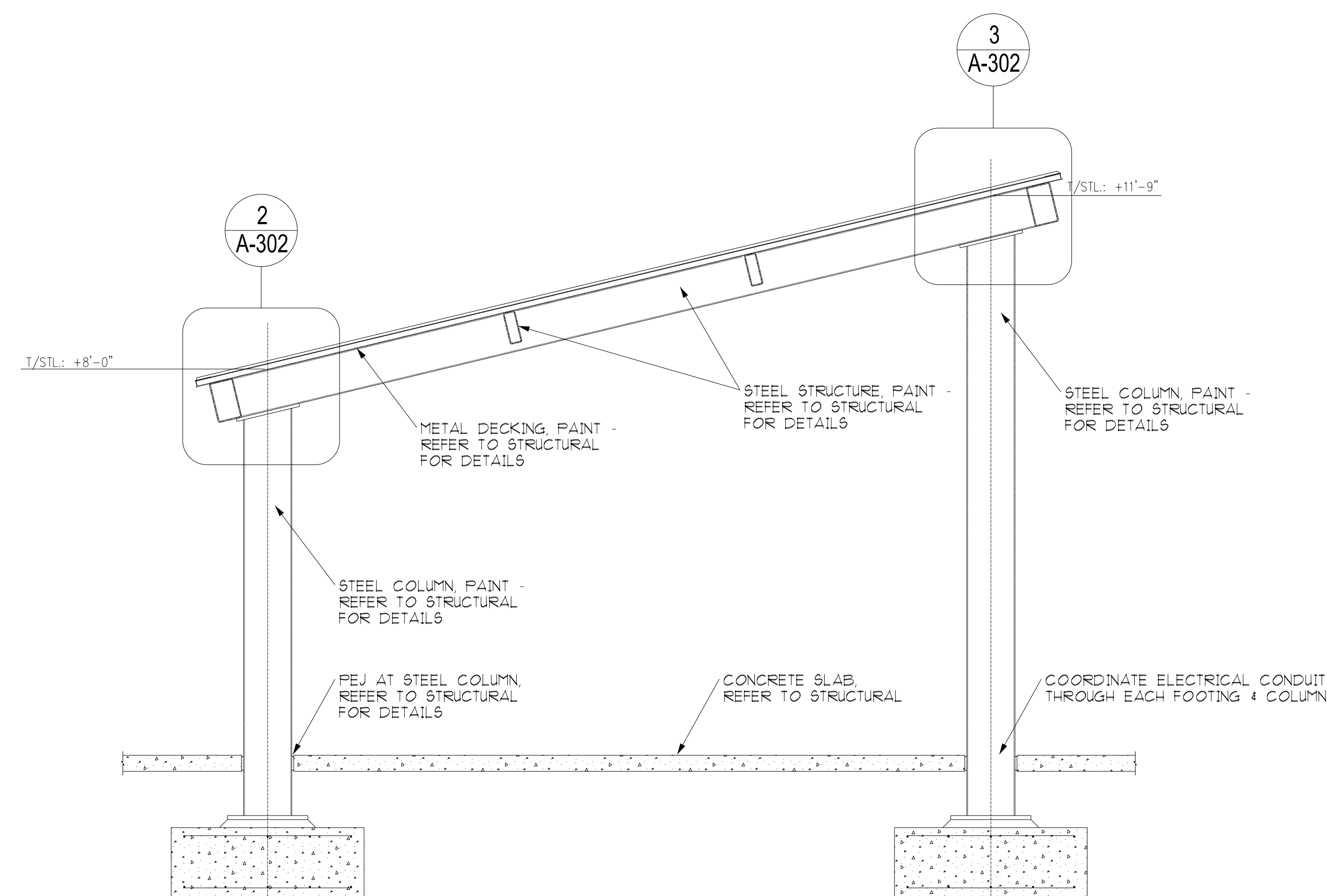
KEY PLAN:

DATE: OCTOBER 4, 2024

MUSIC PAVILION
SECTION

SHEET:

A-302



GRAPHIC SCALE IN FEET

0 5 10

A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '5' in the middle, and '10' at the right end.



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

November 22, 2024

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-LH, Linear Park Improvements

The Invitation for Bids, referenced above, is modified as follows:

1. Due to technical difficulties "Attachment C-Diagram-" could not be posted on the Georgia Procurement Registry website. Please view the Macon-Bibb County Procurement website to download Attachment "C", which is part of the solicitation. <https://www.Maconbibb.us/category/bids/>

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



November 4, 2024

Linear Park Bid Sheet:

In compliance with your Advertisement for Bids, the undersigned, hereinafter termed the Bidder, proposes to enter a contract with Macon-Bibb to provide the necessary machinery, tools, apparatus, and other means of construction, and all

W

hereto attached, and has made a personal examination of the Site of the proposed W as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if their proposal is accepted, they will contract with Macon-Bibb in full conformance with the Contract Documents.

PROJECT DESCRIPTION

The project includes the renovation of Linear Park located in the Pleasant Hill neighborhood of Macon, Ga. The park runs along the I-75 interstate entrance ramp wall and between Walnut St and First Avenue. The project scope will include improvements to the existing park and the renovation of the existing basketball courts at the Booker T. Washington Community Center adjacent to the park. The limits of the project are shown in the contract documents. The renovations in the park include two shade pavilions, wavy bike track, drainage improvements, electrical improvements, irrigation, signage, and landscape improvements. The renovations at Booker T. Washington Community Center include the improvements to the existing basketball courts and the addition of an outdoor work out station.

PROJECT SCOPE

This proposal includes a Base Bid and Add Alternates. The Add Alternates will be selected to be included in the Contract based on the Budget. The undersigned Bidder proposes to construct the following items for the following prices, which will include all materials, labor



BASE BID SCOPE ITEMS

MOBILIZATION

Includes job site mobilization including required erosion and sediment control measures.

\$

DEMOLITION

Includes removing and hauling off existing concrete paving, concrete curbs, asphalt, basketball court goals, footings, and signage structures. Includes de-installation of f site and re-installed later. Demolition includes clearing and grubbing as necessary in landscape areas.

\$

GRADING COMPLETE

Includes the rough grading for the entire site. All preparation for concrete paving, asphalt paving, utility improvements and preparation for irrigation and landscape

as shown in the contract documents. Although the music play area and terraced concrete seatwalls are a bid alternate, the rough grading for the music play area and terraced concrete seatwalls area is included with the base bid. Includes import of

\$

STORM WATER UTILITY WORK

This includes the rework of existing storm utility infrastructure shown in the contract documents.

\$

CONCRETE CURBS

shown on the contract document plans.

\$

CONCRETE PAVING

sidewalks and plain concrete areas as shown on the plan. Includes aggregate base course as shown in contract documents.

\$

ADA CONCRETE CURB RAMPS AND WARNING STRIPS

ADA
curb ramps and warning strips. It includes re-setting the existing concrete unit pavers in the turn arounds after the ramps are complete.

\$



WAVY ASPHALT BIKE TRACK

track. \$

BASKETBALL COURT IMPROVEMENTS

This includes the demolition of the existing court surfacing, goals and foundations. It includes the grading, new asphalt surfacing, new goal posts and foundations, court striping, and fencing around the courts.

\$

OUTDOOR WORKOUT STATION

This includes installation of the outdoor workout station including concrete footings per the manufacturer's recommendation, concrete curbing around the area, and

\$

TWIN SHADE PAVILIONS

This includes the concrete foundations, steel structure, and shaded louvers shown in the contract documents.

\$

ELECTRICAL

The includes electrical complete. This includes a new electrical service at the twin shade pavilion area. This includes setting an electrical panel for a 100 amp service as shown in the contract documents. This includes the removal and storage of existing pedestrian light poles and re-installation of poles in new locations with new concrete footings. It includes installing GFCI receptacles in the shade pavilion and installing conduit for potential future lighting in the shade pavilions. This includes

This is the cost

for the complete installation of all electrical work. \$

DRINKING FOUNTAIN

Includes installation of a drinking fountain as detailed in the contract documents. \$

FROST PROOF YARD HYDRANT

Includes installation of a frost proof yard hydrant and drainage sump as detailed in the contract documents.

\$

REMOVABLE BOLLARDS AND KNOX BOX

department access. \$



IRRIGATION DESIGN AND INSTALLATION

Includes the design and installation of a fully automated sprinkler and drip irrigation system that will cover all new and existing turf and tree areas. This will include irrigation meter , main line, lateral lines, pop-up spray and routers for turf area, sleeving between beds and drip irrigation and soaker hoses for trees. Include a new controller and rain sensor to shut off the system in the event of f in the event of a mainline pipe break for each point of connection. Include isolation gate valves to facilitate maintenance and repairs for different sections.

\$

PARK SIGNAGE

Includes installation of footings and signage for park rules signs, historic marker signage, and Walnut St entrance sign. For the base bid, the Walnut St entrance sign does not include integral lighting.

\$

SITE FURNISHINGS

Includes purchasing and installing all site furnishings shown in the contract documents. It includes picnic tables, bike racks, dog waste stations with signage and footings, re-setting existing benches and trash cans that are noted in new locations

\$

LANDSCAPE INSTALLATION

Landscape Installation includes the cost for the complete installation of all plant

construction documents. It includes soil testing and amendments as required by The base bid includes turf sod and irrigation in lieu of the concrete terraced seatwalls and entire music play area. It includes watering and maintenance of plant material during construction.

\$

TREE PLANTING

Tree planting includes the cost for the complete installation of all plant material as

documents. It includes the soil testing, staking, mulching, and soil amendments as

the trees during construction.

\$

TOTAL BASE BID

\$



ADD ALTERNATE SCOPE ITEMS

These items are not listed in order and will be selected or removed as the budget allows

MUSIC PLAY AREA

paving, shade pavilion (footings, steel structure, and shade louvers), music play equipment and footings, concrete ADA surfacing. \$

CONCRETE TERRACED SEATWALLS
Includes grading and concrete terraced seatwalls. \$

LIGHTED PARK SIGN
Includes electrical service at the Walnut St entrance and integral lighting of the park sign. \$



Signed, Sealed and dated this _____ Day of _____ 2024

Bidder’s Signature: _____

Company Name: _____

It is the intent of this Proposal to include all items of construction and all Work indicated on the

The cost of any work performed, materials furnished, services provided, or expenses incurred, which

intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled herein above.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force
ork within the time limits set out in
the Macon-Bibb General Conditions.

Conditions included in the Instructions to Bidders.

If this Proposal shall be accepted by Macon-Bibb and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, as stated in the Instructions to Bidders, within ten days from the date of Notice of Award of the Contract, then Macon-Bibb may at its option, determine that the undersigned abandoned the Contract and thereupon this

shall be forfeited to Macon-Bibb as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows.

Bidder: _____ (Seal)

Bidder’s Mailing Address

By: _____

Title: _____



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

December 4, 2024

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-LH, Linear Park Improvement Project

The Invitation for Bids, referenced above, is modified as follows:

1. On page 10 of the solicitation "Scoring" Section VII., The Disadvantaged Business Enterprises Participation maximum score will be changed from 30 points to 20 points to reflect page 11 "Point Evaluation Table."
2. Under the Point Evaluation Table on page 11 of the solicitation should read the abbreviation "SLBE."
3. On page 10 of the solicitation "Scoring" Section VII., Project Timeline/Project Approach maximum score will be changed from 20 maximum points to 30 maximum points.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

December 11, 2024

ADDENDUM # 3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-LH, Linear Park Improvement Project

The Invitation for Bids, referenced above, is modified as follows:

1. Is a site-visit for the project Linear Park Improvement mandatory on the dates provided on the RFP, which are December 16th and 17th?

Answer: Please refer to page 1, section C, titled "Pre-Bid" in response to your question.

2. In reference to Page 6, Section D, "Document Discrepancy" states request can be made for specifications/drawing in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of Bid. This statement is no longer applicable to this solicitation. If requesting drawings/specifications, request must be made by the question deadline, which is Friday, December 20, 2024, by 3:00 p.m.

3. Are you handling the bidding on this project? If so, I am looking to obtain a plan holder's list pre-bid meeting list, if possible, if not could you point me in the right direction.

Answer: There is no plan holder's list. The mandatory pre-bid list will be uploaded to the Macon-Bibb Procurement website as well as the Georgia Procurement Registry website. Please go to www.maconbibb.us/category/bids/ to access the Procurement website that will provide you instructions also to access the Georgia Procurement Registry website.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

January 2, 2025

ADDENDUM # 4

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-LH, Linear Park Improvement Project

The Invitation for Bids, referenced above, is modified as follows:

1. Macon-Bibb is requiring saving all existing site furniture on-site. If any benches, trash cans, and kiosks need to be removed/salvaged, successful contractor will contact the Mr. Michael Glisson, Parks and Beautification Director to arrange for pick-up.

Answer: Michael Glisson will arrange pick up if site furniture can be set aside. Contact information:
Mglisson@maconbibb.us or 478-733-2678

2. Please advise on specific fencing for all sections. There is no specs or details.

Answer: There is a chain link fence proposed around the basketball court. Please see drawings L.1.4 for plan layout and detail sheet L3.2 for fencing details. See C5.0-C5.5 for ES&PC plans and details for site erosion control fencing locations and details.

3. Is there an irrigation system in place? Seeing a 1.5 "line on the plans, but not sure if it's in place already.

Answer: There is no existing irrigation system. MWA will install 1.5" irrigation meter. Contractor will install all irrigation downstream of meter. Please see civil drawing C4.0 Water Plan for the proposed main line and L.2.0-2.1 for Irrigation description, extent of proposed turf sod, and tree ring locations.

4. Is there a required amount of added topsoil on the landscaped areas (sod, trees, etc.?)

Answer: Please see attachment B written specification section 329113 Soil Preparation and 329120 Topsoil amendment requirements.

5. Soil testing to be performed by a company Utah?

Answer: Please see attachment B written specification section 329113 Soil Preparation for the required soil testing and soil testing agency qualifications.

6. Say we need to produce planting soil... should we just wait on test results to determine soil amendments? Also, is this for all areas including sod?

Answer: Yes, soil should be amended per soil test recommendations. This would include sod areas. Please see attachment B written specifications section 329113 Soil Preparation for the required soil testing and soil testing agency qualifications.

7. I see no quantities for sod...looking on google earth, there is a stand of some sort of grass onsite...are we to totally sod all areas located in the property line?

Answer: All areas disturbed by grading and construction activity should be replaced with sod per 329223 Sodding specifications. Existing sod in areas that are not disturbed by construction activity and grading can remain as existing, however, the proposed irrigation should cover the existing sod. Please see revised planting L2.0-2.1 for expected extent of sod replacement. If other areas are disturbed by construction activity they will need to be replaced as well.

8. Installer qualifications...the specs state that the landscape installer should have certain qualifications...is this correct? In reference to the following requirements "Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association."

Answer: The professional memberships will not be required.

9. We sale and install shades and want to bid on the project you have coming up for Linear Park. On the website I was not able to find the plans and details of the shades and site furnishings. Can you send those so we can work on pricing?

Answer: Please see attachment B Linear Park Issued for Bid Specifications and Attachment C Linear Park Issued for Bid Drawings for details and written specifications on the active solicitations page of Macon Bibb Procurement department website.

10. We have been reviewing plans and came across a note in the concrete section of the scope of work calling for an ACI certified flatwork technician. Of all our concrete subs, no one is certified. We are looking into the process of certification, but were wondering about the necessity of this certification, considering the small amount of flatwork new construction and repair required on this project.

Answer: If ACI standards are met and flatwork conforms to the drawings and written specifications, ACI Certification for flatwork technicians will not be required.

11. Want to confirm the size of the plantings in Caliper or height?

Answer: Please see the revised planting plans L.2.0-2.1 for caliper and height information.

12. Confirm the bike racks needed are (6). The 2 locations on the plan show one (1). However, the details specify 3 in the layout.

Answer: The bike rack quantity should be (2) as shown on the plan. Please see the revised detail sheet L.3.0.

13. Confirm the mulch limits required for the scope. Details mention installing irrigation rings around existing trees which would require a service line to be installed. Assuming we would repair any turf and replace mulch in these areas. Do we assume all this to be mulch or mulch with turf?

Answer: Three rings will be mulched in 4ft circle from base of tree and drip irrigation should be within mulch ring. Please see sheet L.3.3. planting details.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick





Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

January 6, 2025

ADDENDUM # 5

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-LH, Linear Park Improvements

The Invitation for Bids, referenced above, is modified as follows:

1. See Attachment "C" for Linear Park Improvements revised drawing/specifications.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

SHEET INDEX

COVER SHEETS

--- COVER & SHEET INDEX
L0.0 NOTES & ABBREVIATIONS

SURVEY

--- SURVEY SHEET 1 OF 2
--- SURVEY SHEET 2 OF 2

EXISTING CONDITIONS AND DEMOLITION

L0.1 EXISTING CONDITIONS PHOTOS
L0.2 PROTECTION AND DEMOLITION PLAN
L0.3 PROTECTION AND DEMOLITION PLAN

LAYOUT & MATERIALS

L1.0 OVERALL PLAN
L1.1 LAYOUT & MATERIALS PLAN
L1.2 LAYOUT & MATERIALS PLAN
L1.3 LAYOUT & MATERIALS PLAN ENLARGEMENT
L1.4 LAYOUT & MATERIALS PLAN ENLARGEMENT

PLANTING

L2.0 PLANTING PLAN
L2.1 PLANTING PLAN

DETAILS

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L3.1 SITE DETAILS
L3.2 BASKETBALL COURT DETAILS
L3.3 PLANTING DETAILS
L3.4 ALTERNATE DETAILS

GRADING AND CIVIL

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C-1.0 EXISTING CONDITION
C-2.0 OVERVIEW ALL
C-3.0 GRADING AND DRAINAGE PLAN
C-3.0A GRADING AND DRAINAGE PLAN
C-3.0B GRADING AND DRAINAGE PLAN
C-3.0C GRADING AND DRAINAGE PLAN
C-4.0 WATER PLAN
C-5.0 NPDES NOTES
C-5.0A EROSION NOTES
C-5.1 ES&PC PLANS (ALL PHASES)
C-5.2 ES&PC DETAILS
C-5.3 ES&PC DETAILS
C-5.4 ES&PC DETAILS
C-5.5 ES&PC DETAILS
C-6.0 CONSTRUCTION DETAILS

ELECTRICAL

E-101 RISER DIAGRAM, LEGEND, & SCHEDULE
E-201 SITE PLAN - ELECTRICAL

STRUCTURAL

S1 TWIN PAVILIONS FOUNDATION & FRAMING PLAN
S2 MUSIC PAVILION FOUNDATION & FRAMING PLAN
S3 PAVILIONS SECTIONS & DETAILS

ARCHITECTURAL

A-101 TWIN PAVILIONS FLOOR & ROOF PLANS
A-102 MUSIC PAVILION FLOOR & ROOF PLAN
A-301 TWIN PAVILIONS SECTION & DETAILS
A-302 MUSIC PAVILION SECTION & DETAILS

LANDSCAPE
ARCHITECT

ARCHITECT

CIVIL ENGINEER

STRUCTURAL
ENGINEER

SURVEYOR

ELECTRICAL
ENGINEER



986 COLE STREET
MACON, GA 31201
478.747.0250



609 CHERRY ST,
SUITE A
MACON, GA 31201
478.742.1208



CUNNINGHAM
AND COMPANY
ENGINEERS
4915 RIVOLI DR,
APT A
MACON, GA 31204
478.808.9005



PI-TECH, INC.
115 FOREST HILL
RD. MACON GA,
31210
478.743.5600



524 S. HOUSTON
LAKE RD. SUITE
F100
WARNER ROBINS,
GA 31088
478.971.3382

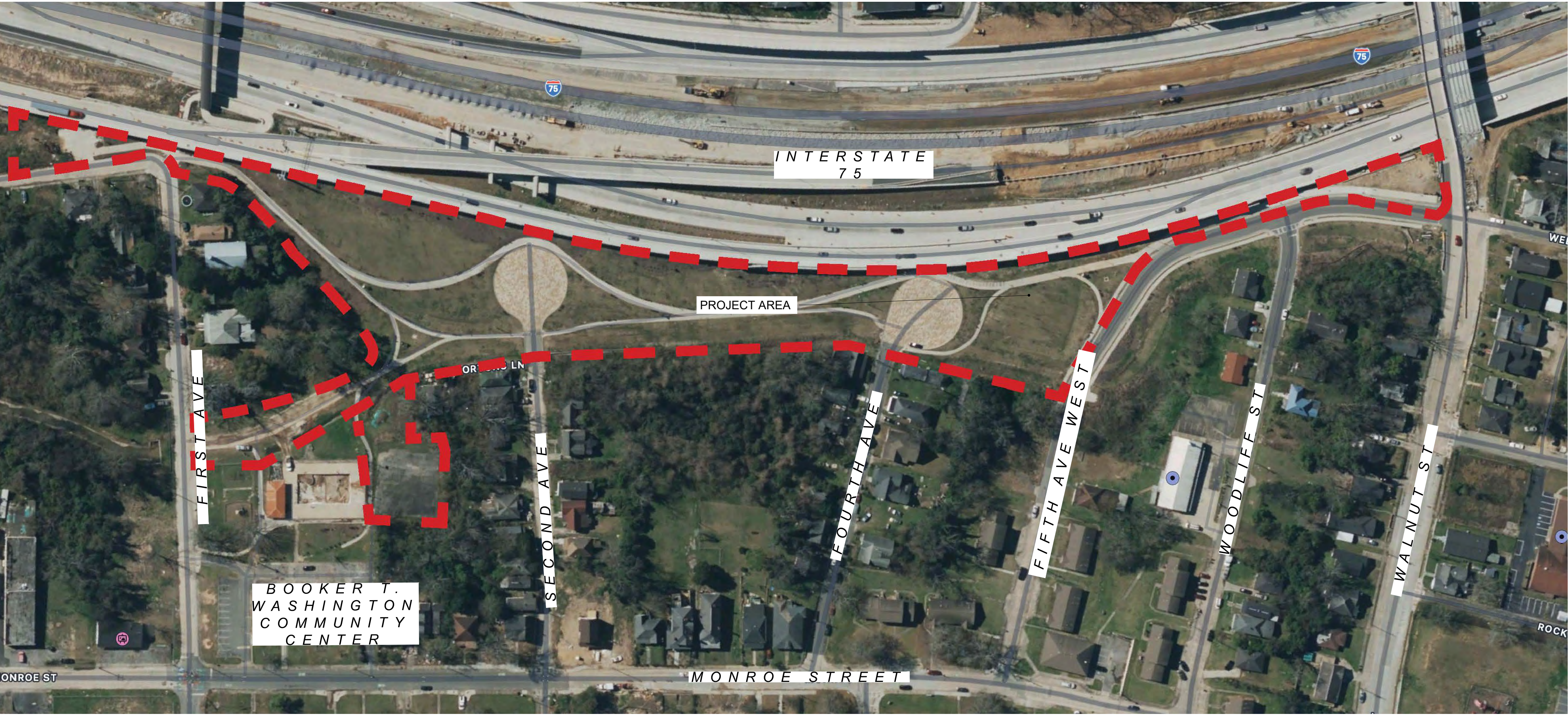


175 NEW STREET,
SUITE 1
MACON, GA 31201
478.781.1833

LINEAR PARK

ISSUED FOR BID

NOVEMBER 6, 2024



VICINITY MAP

Location: Macon, Georgia

BUILDING CODE ANALYSIS :		PROJECT NARRATIVE:
APPLICABLE CODES	BUILDING DATA	This project involves renovation of an existing public park located at 1494 Second Avenue, Macon. The general scope consists of Civil and Landscaping upgrades to the park and the construction of three (3) new pavilions for the use of Macon-Bibb Parks & Beautification. BTBB, inc. has not been hired to perform any construction administration services for this project. The project will be publicly bid by Macon-Bibb Procurement at a date to be determined.
2018 International Building Code with Georgia Amendments 2018 International Fire Code as adopted and amended by the Rules and Regulations of the Safety Fire Code Commissioner Chapter 120-3-3-.04(3) 2018 Life Safety Code as adopted and amended by the Rules and Regulations of the Safety Fire Code Commissioner Chapter 120-3-3-.04(72) 2018 International Plumbing Code with Georgia Amendments 2020 National Electrical Code 2015 International Energy Conservation Code with Georgia Amendments 2010 Americans with Disabilities Act Standards for Accessible Design as adopted and amended by the Rules and Regulations of the Safety Fire Commissioner Chapter 120-3-20-.02(2)(b) Rules and Regulations of the Safety Fire Commissioner Chapter 120-3-3	CONSTRUCTION TYPE: II-B NON-SPRINKLERED	
	USE CLASSIFICATION(S): ASSEMBLY	
	OCCUPANCY TYPE: A-5 (IBC 2018)	
	DESIGN OCCUPANT LOAD: PAVILION = 1,760 SF / 7 = 251.43 People TOTAL = 252 People	
	CHANGE OF USE: NO	
	AUTO SPRINKLER SYSTEM: NO	
	FIRE ALARM SYSTEM: NO	
	DEFERRED SUBMITTALS (Separate permit): NOT APPLICABLE	

1. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ITEMS REQUIRING REMOVAL AND PROTECTION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE REMOVED OR RELOCATED WITH OWNER'S REPRESENTATIVE PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL MARK/FLAG INDIVIDUAL TREES TO BE REMOVED AND TO REMAIN FOR THE APPROVAL OF OWNER'S REPRESENTATIVE.
3. PRIOR TO BEGINNING DEMOLITION OPERATIONS, CONTRACTOR SHALL CONTACT ALL UTILITY LOCATOR SERVICES AND CONFIRM ALL SERVICE LINES AND UTILITY LOCATIONS WITHIN THE LIMITS OF WORK.
4. CONTRACTOR SHALL THOROUGHLY REMOVE AND DISPOSE OF ALL PLANT MATERIALS, INCLUDING ROOTS, WITHIN AREAS SHOWN FOR DEMOLITION.
5. THE CONTRACTOR SHALL BE AWARE THAT UNDERGROUND IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN IN THE CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, FOUNDATIONS, DEBRIS, ELECTRIC AND COMMUNICATION CONDUITS, PIPES, AND STORM DRAIN AND SEWER CONNECTIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF THESE UNKNOWN IMPROVEMENTS ARE LOCATED, EXPOSED, OR DAMAGED.
6. CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION WHEN IT IS APPARENT THAT PREVIOUSLY UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR DIRECTION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL NECESSARY REVISIONS AND REPAIR COSTS THAT ARE THE RESULT OF FAILURE TO GIVE SUCH NOTIFICATION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THEMSELVES FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE TO UTILITIES.
8. CONTRACTOR IS RESPONSIBLE FOR SECURING AND PROPERLY DISPLAYING ALL GOVERNING PERMITS, ALL REQUIRED CITY/COUNTY PERMITS, AND STATE PERMITS.
9. CONTRACTOR TO INSTALL ALL HARDSCAPE IN ACCORDANCE WITH THE STATE OF GEORGIA AND THE AMERICAN DISABILITY ACTS STANDARDS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF THE SUBCONTRACTORS ACCOMPLISHMENT OF SCOPE OF WORK. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH OTHER TRADES WORKING ON THE SITE SIMULTANEOUSLY.
11. CONTRACTOR SHALL PROVIDE MOCKUPS AND SHOP DRAWINGS FOR APPROVAL PER SPECIFICATIONS PRIOR TO CONSTRUCTION. ALL IMPROVEMENTS SHALL BE CONSTRUCTED TO MEET THE APPROVED MOCKUP OR SHOP DRAWING.

1. THE SURVEY FOR THE SITE WAS CONDUCTED BY SAM PROBING, LLC DATED 6/7/2024.
2. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES THAT ARE WITHIN 5' OF ALL PLANNED FOR UTILITIES AND TO POTHOLE ALL UTILITIES THAT REQUIRE UTILITY CROSSING OR COORDINATION.
3. CONTRACTOR SHALL FIELD VERIFY ALL DEMOLITION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR IS PUT ON NOTICE THAT CONDITIONS MAY EXIST UNDERGROUND THAT ARE NOT SHOWN IN THE CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, LIGHTING, SANITARY SEWER, STORM SEWER, GAS LINES, & IRRIGATION CONDUITS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING CONSTRUCTION.
5. CONTRACTOR SHALL THOROUGHLY CLEAR, GRUB, AND DISPOSE OF EXISTING PLANT MATERIAL AREAS SHOWN FOR DEMOLITION.
6. CONTRACTOR SHALL COORDINATE SITE DEMOLITION OPERATIONS WITH ALL OTHER TRADES PERFORMING WORK ON THE PROJECT.
7. CONTRACTOR SHALL REPLACE OR REPAIR TO ORIGINAL CONDITION ALL BUILDINGS, UTILITIES, AND SITE IMPROVEMENTS THAT ARE NOT DESIGNATED FOR REMOVAL, AND THAT ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS, AT NO ADDITIONAL COST TO OWNER.
8. CONTRACTOR SHALL CAREFULLY REMOVE, SALVAGE, STOCKPILE, REUSE, AND RESET EXISTING SIGNAGE, PAVERS, SCULPTURES, MANHOLE COVERS, VALVE COVERS AND BOXES, TELEPHONE, ELECTRICAL, CABLE PEDESTALS, AND OTHER MISCELLANEOUS ITEMS AS REQUIRED AND DIRECTED BY OWNER'S REPRESENTATIVE, UNLESS OTHERWISE NOTED. STOCKPILE MATERIALS AT APPROVED LOCATION. CONTRACTOR SHALL LOCATE AND INSTALL THESE ITEMS AS THEY WERE ORIGINALLY INSTALLED EXCEPT AS OTHERWISE DIRECTED BY THE OWNER'S REPRESENTATIVE.
9. CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING ELECTRICAL SYSTEMS, CONDUIT, CONNECTIONS AND IMMEDIATELY RESTORE THEM WHEN DISRUPTED BY CONSTRUCTION, AT NO ADDITIONAL COST TO OWNER.
10. COORDINATE ADDITIONAL DEMOLITION REQUIREMENTS AS NECESSARY FOR CONSTRUCTION ACCESS AND STAGING.
11. DEMOLITION WORK ADJACENT TO EXISTING PAVEMENT SHALL BE SAWCUT TO MAINTAIN AN INTACT EDGE. DAMAGE TO THE EXISTING EDGE OF PAVEMENT WILL REQUIRE ADDITIONAL SAWCUTTING, REMOVAL AND REPLACEMENT. CONCRETE SHALL BE REMOVED AT EXISTING JOINT LOCATIONS.
12. ADJUST ALL EXISTING UTILITY MANHOLE COVERS, VALVE BOXES, FIRE HYDRANTS AND UTILITY BOXES TO FINAL GRADE.
13. CONTRACTOR SHALL PROVIDE FOR EROSION CONTROL DURING DEMOLITION.
14. THOROUGHLY CLEAN ALL AREAS AND SURFACES IMPACTED BY DEMOLITION PRIOR TO START OF NEW CONSTRUCTION.
15. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR BURIED UTILITIES. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES PRIOR TO AND DURING CONSTRUCTION.

1. ALL SITE IMPROVEMENTS MUST BE FIELD SURVEYED AND STAKED BY CONTRACTOR. OWNER'S REPRESENTATIVE SHALL APPROVE STAKED LOCATION OF IMPROVEMENTS PRIOR TO INSTALLATION.
2. OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT SHALL APPROVE FINAL STAKING BY CONTRACTOR OF ALL CONCRETE FLATWORK PRIOR TO CONSTRUCTION AND ALL FORM WORK PRIOR TO POURING.
3. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. ANY DEVIATION FROM THESE PLANS MUST BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO EXCAVATION, UNDERGROUND UTILITIES MUST BE FIELD VERIFIED (SEE GENERAL NOTES).
5. INSTALL DOWELED JOINT CONNECTION AND $\frac{1}{2}$ " EXPANSION JOINT MATERIAL AND CAULK JOINTS AT ALL VERTICAL INTERSECTIONS BETWEEN NEW AND EXISTING CONCRETE. REFER TO DETAIL.
6. SAW CUT CONTROL JOINTS SHALL BE SPACED AS INDICATED ON THE PLANS AND DETAILS. EXPANSION JOINTS SHALL BE PLACED EVERY 100LF ALONG CONCRETE PATHS. CONTRACTOR SHALL LAYOUT ALL CONTROL JOINTS AND EXPANSION JOINTS IN THE FIELD WITH THE OWNER'S REPRESENTATIVE.
7. DO NOT SCALE THE PLANS. DIMENSIONS SUPERSEDE DRAWING SCALES. VERIFY LAYOUT PRIOR TO EXCAVATION.
8. DIMENSIONS ARE DRAWN TO FACE OF CURB, WALL, AND EDGE UNLESS OTHERWISE SPECIFIED.
9. IF THERE IS A DISCREPANCY BETWEEN THE PLANS AND SPECIFICATIONS, THE SPECIFICATIONS WILL SUPERSEDE PLANS.

1. THE CONTRACTOR SHALL SUPPLY ALL PLANTS IN QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THE PLAN. SHOULD ANY DISCREPANCIES EXIST BETWEEN QUANTITIES SHOWN IN THE PLANT LIST AND THOSE SHOWN IN THE DRAWINGS, THE DRAWINGS SHALL TAKE PRECEDENCE.
2. ALL PLANT MATERIAL SHALL BE REVIEWED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. CONTRACTOR SHALL INSURE PLANT MATERIAL MEET THE SPECIFICATIONS OF THE AMERICAN STANDARDS FOR NURSERY STOCK (LATEST EDITION) AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. CONTRACTOR SHALL FURNISH PLANT MATERIALS FREE OF PESTS OR PLANT DISEASES. PRE-SELECTED OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIALS PER THE SPECIFICATIONS.
4. CONTRACTOR SHALL REVIEW TREE LAYOUT WITH OWNER'S REPRESENTATIVE TO DETERMINE CONFLICTS OR INTERFERENCE PRIOR TO STAKING. CONTRACTOR SHALL STAKE PLANT LOCATIONS FOR THE REVIEW BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT, PRIOR TO DIGGING PLANTING PITS. THE CONTRACTOR SHALL RELOCATE ANY PLANT AS DIRECTED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO PLANTING AT NO ADDITIONAL COST TO THE OWNER.
5. ALL LANDSCAPE AREAS SHALL BE COVERED WITH A MINIMUM OF 4 INCH DEPTH MULCH, UNLESS EROSION CONTROL FABRIC IS INSTALLED. SUBMIT MULCH SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. ANY LANDSCAPE AREAS BEYOND LIMITS OF WORK DISTURBED BY CONSTRUCTION OPERATIONS, NOT DIRECTED BY OWNER'S REPRESENTATIVE, SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
7. CONTAMINATION OF PLANTING MIX/TOPSOIL TO REMAIN DURING CONSTRUCTION WILL REQUIRE COMPLETE REPLACEMENT AT CONTRACTOR'S EXPENSE.

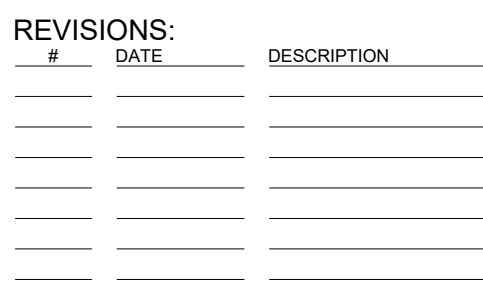
APPROX	APPROXIMATE	DIM	DIMENSION
ARCH	ARCHITECT	DWG	DRAWINGS
@	AT	E	EAST
ALT	ALTERNATE	EA	EACH
B&B	BALLED AND BURLAPPED	EJ	EXPANSION JOINT
BC	BOTTOM OF CURB	EL	ELEVATION
BM	BENCH MARK	ELEC	ELECTRICAL
BC	BACK OF CURB	ENG	ENGINEER
BR	BOTTOM OF RAMP	EQ	EQUAL
BW	BOTTOM OF WALL	EW	EACH WAY
CAL	CALIPER	EX	EXISTING
CJ	CONTROL JOINT	EX FL	EXISTING FLOWLINE
CL	CENTERLINE	EXP	EXPANSION
CONC	CONCRETE	FFE	FINISH FLOOR ELEVATION
CONT	CONTINUOUS	FG	FINISHED GRADE
CU	CUBIC	FIN	FINISH
CY	CUBIC YARD	FL	FLOWLINE
DEMO	DEMOLISH, DEMOLITION	FOC	FACE OF CURB
DIA	DIAMETER	FT	FOOT (FEET)

GA	GAUGE	MAX	MAXIMUM
GAL	GALLON	ME	MEET EX. GRADE
GALV	GALVANIZED	MH	MANHOLE
GB	GRADE BREAK	MIN	MINIMUM
GC	GENERAL CONTRACTOR	MISC	MISCELLANEOUS
GEN	GENERAL	N	NORTH
HDPE	HIGH DENSITY POLYETHYLENE	N/A	NOT APPLICABLE
HORIZ	HORIZONTAL	NIC	NOT IN CONTRACT
HP	HIGH POINT	NO	NUMBER
HT/H	HEIGHT	NOM	NOMINAL
ID	INSIDE DIAMETER	NTS	NOT TO SCALE
IN	INCHES	OC	ON CENTER
INV	INVERT ELEVATION	OD	OUTSIDE DIAMETER
IRR	IRRIGATION	PA	PLANTING AREA
JT	JOINT	PED	PEDESTRIAN
LIN	LINEAR	PERF	PERFORATED
LF	LINEAR FEET	PL	PROPERTY LINE
LP	LOW POINT	PVC	POLY VINYL CHLORIDE
LT	LIGHT	QTY	QUANTITY

R	RADIUS	SS	STAINLESS STEEL
RCP	REINFORCED CONCRETE PIPE	ST	STORM SEWER
RE/REF	REFERENCE	STD	STATION
REINF	REINFORCED	STA	STANDARD
REQ'D	REQUIRED	STRUCT	STRUCTURAL
REV	REVISION, REVISED	SY	SQUARE YARD
RIM	RIM ELEVATION	SYM	SYMMETRICAL
ROW	RIGHT-OF-WAY	TBD	TO BE DETERMINED
S	SOUTH	TC	TOP OF CURB
SAN	SANITARY	TF	TOP OF FOOTING
SCH	SCHEDULE	THK	THICK
SD	STORM DRAIN	TM	TOP OF MONUMENT
SEC	SECTION	TOPO	TOPOGRAPHY
SF	SQUARE FOOT (FEET)	TR	TOP OF RAMP
SHT	SHEET	TS	TOP OF STEP
SI	STORM INLET	TSL	TOP OF SLAB
SIM	SIMILAR	TW	TOP OF WALL
SPECS	SPECIFICATION	TYP	TYPICAL
SQ	SQUARE	VAR	VARIES

VERT	VERTICAL
VIF	VERIFY IN FIELD
W	WEST
W/	WITH
W/O	WITHOUT
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
YD	YARD

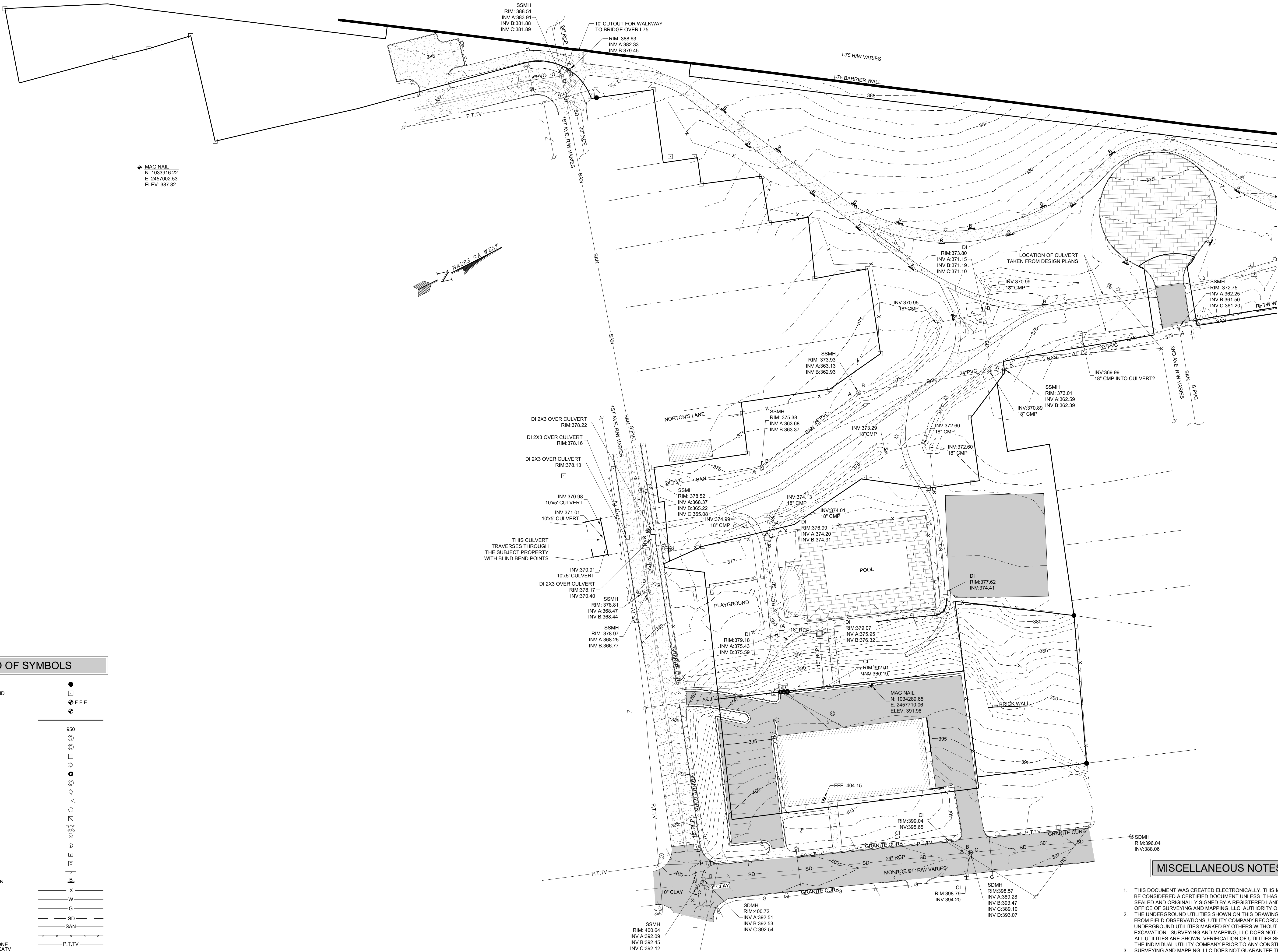
LINEAR PARK IMPROVEMENTS



NOTES AND ABBREVIATIONS

L0.0

LEGEND OF SYMBOLS	
IRON PIN FOUND	●
CONCRETE MONUMENT FOUND	■
FINISHED FLOOR ELEVATION	F.F.E.
BENCHMARK	⬮
PROPERTY LINE	---
CONTOUR LINE	---
SANITARY SEWER MANHOLE	⊙
STORM DRAIN MANHOLE	⊙
DROP INLET	⊙
LIGHT POLE	⊙
BOLLARD	⊙
CLEAN OUT	⊙
UTILITY POLE	⊙
GUY WIRE	⊙
WATER METER	⊙
WATER VALVE	⊙
FIRE HYDRANT	⊙
GAS VALVE	⊙
ELECTRIC METER	⊙
ELECTRIC CONTROL PANEL	⊙
TELEPHONE PEDESTAL	⊙
SIGN	⊙
PARK BENCH WITH TRASH CAN	⊙
FENCE	X
WATER LINE	W
GAS LINE	G
STORM SEWER LINE	SD
SANITARY SEWER LINE	SAN
GUARD RAIL	—
OVERHEAD POWER, TELEPHONE AND CATV	P.T.V.
WOODS LINE	—
ASPHALT	—
BRICK	—
CONCRETE	—



MISCELLANEOUS NOTES

- THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF SURVEYING AND MAPPING, LLC. AUTHORITY O.C.G.A. 43-15-22.
- THE UNDERGROUND UTILITIES SHOWN ON THIS DRAWING WERE COMPILED FROM FIELD OBSERVATIONS, UTILITY COMPANY RECORDS AND UNDERGROUND UTILITIES MARKED BY OTHERS WITHOUT BENEFIT OF EXCAVATION. SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN. VERIFICATION OF UTILITIES SHOULD BE MADE BY THE INDIVIDUAL UTILITY COMPANY PRIOR TO ANY CONSTRUCTION.
- SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.
- ONE FOOT CONTOUR INTERVAL SHOWN. ELEVATIONS SHOWN ARE REFERENCED TO NAVD 88 DATUM.
- PROPERTY LINES SHOWN HEREON WERE TAKEN FROM MATTERS OF RECORD AND EVIDENCE FOUND IN THE FIELD. THE SURVEYOR'S CERTIFICATION EXTENDS ONLY TO THE TOPOGRAPHIC ASPECTS AND THE TOPOGRAPHIC SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY. THIS SURVEY IS NOT TO BE RECORDED AND SHOULD NOT BE USED TO CONVEY PROPERTY.

Revisions		
No.	Date	Description

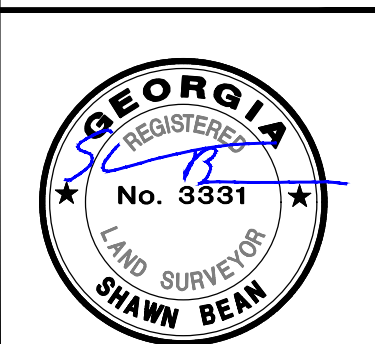
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SURVEYING AND MAPPING, LLC
 524 S. HOUSTON LAKE ROAD, SUITE F100
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 OFFICE (478) 971-3382
 email: info@sam.biz
 SAM.BIZ



TOPOGRAPHIC SURVEY
 LANDS OF
 MACON-BIBB COUNTY
 VINEVILLE DISTRICT
 GEORGIA
 MACON-BIBB COUNTY

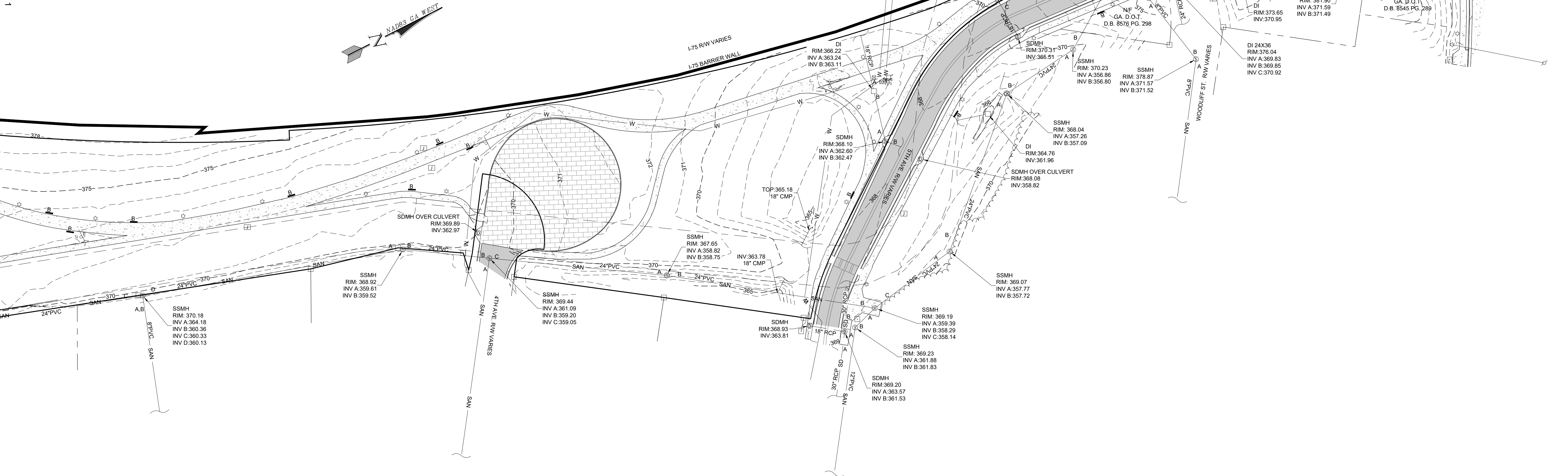
Project No.: 1355-003
 Drawing No.: TPS
 Drawn By: W.S.B.
 Checked By: S.H.J.
 R.L.S. No.: 3331



Date: 6-7-24
 Scale: 1"=40'
 Sheet No.:

1 of 2

SEE SHEET 1



LEGEND OF SYMBOLS

IRON PIN FOUND	●
CONCRETE MONUMENT FOUND	■
FINISHED FLOOR ELEVATION	◆ F.F.E.
BENCHMARK	◆
PROPERTY LINE	---
CONTOUR LINE	---
SANITARY SEWER MANHOLE	⊙
STORM DRAIN MANHOLE	⊙
DROP INLET	⊙
LIGHT POLE	⊙
BOLLARD	⊙
CLEAN OUT	⊙
UTILITY POLE	⊙
GUY WIRE	⊙
WATER METER	⊙
WATER VALVE	⊙
FIRE HYDRANT	⊙
GAS VALVE	⊙
ELECTRIC METER	⊙
ELECTRIC CONTROL PANEL	⊙
TELEPHONE PEDESTAL	⊙
SIGN	⊙
PARK BENCH WITH TRASH CAN	⊙
FENCE	---
WATER LINE	---
GAS LINE	---
STORM SEWER LINE	---
SANITARY SEWER LINE	---
GUARD RAIL	---
OVERHEAD POWER, TELEPHONE AND CATV	---
WOODS LINE	---
ASPHALT	---
BRICK	---
CONCRETE	---



MISCELLANEOUS NOTES

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3. SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.
4. ONE FOOT CONTOUR INTERVAL SHOWN. ELEVATIONS SHOWN ARE REFERENCED TO NAVD 88 DATUM.
5. PROPERTY LINES SHOWN HEREON WERE TAKEN FROM MATTERS OF RECORD AND EVIDENCE FOUND IN THE FIELD. THE SURVEYOR'S CERTIFICATION EXTENDS ONLY TO THE TOPOGRAPHIC ASPECTS AND THE TOPOGRAPHIC SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY. THIS SURVEY IS NOT TO BE RECORDED AND SHOULD NOT BE USED TO CONVEY PROPERTY.

No.	Date	Description

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email: info@sam.biz
SAM.BIZ

SAM

TOPOGRAPHIC SURVEY

LANDS OF

MACON-BIBB COUNTY

VINEVILLE DISTRICT
GEORGIA

MACON-BIBB COUNTY

Project No.: 1355-003
Drawing No.: TPS
Drawn By: W.S.B.
Checked By: S.H.J.

R.L.S. No.: 3331



Date: 6-7-24

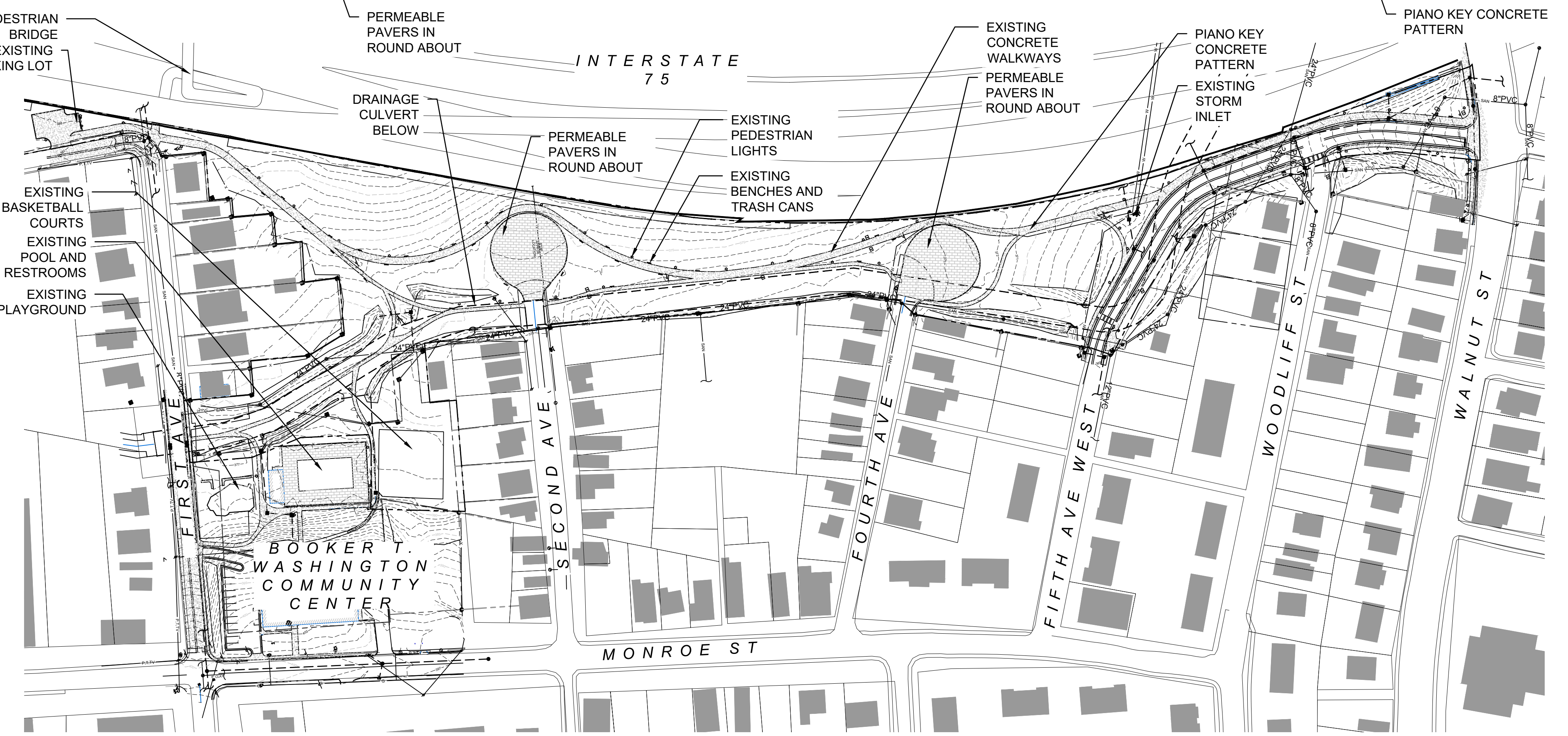
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Sheet No.:

2 of 2



FIFTH AVE WEST
EXISTING STORM INLET



FIFTH AVE WEST



FIFTH AVE WEST
DAMAGE TO EXISTING CONCRETE WALKWAYS

01 EXISTING CONDITIONS PLAN
SCALE: 1"=100'-0"



FIRST AVE



BOOKER T WASHINGTON COMMUNITY CENTER



EXISTING CONCRETE WALKWAYS



FOURTH AVE ROUNDABOUT

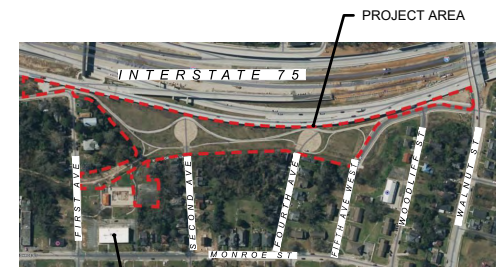
LINEAR PARK IMPROVEMENTS

986 COLE STREET
MACON, GA 31201
478.747.0250

MACON, GA
31201



KEY PLAN:



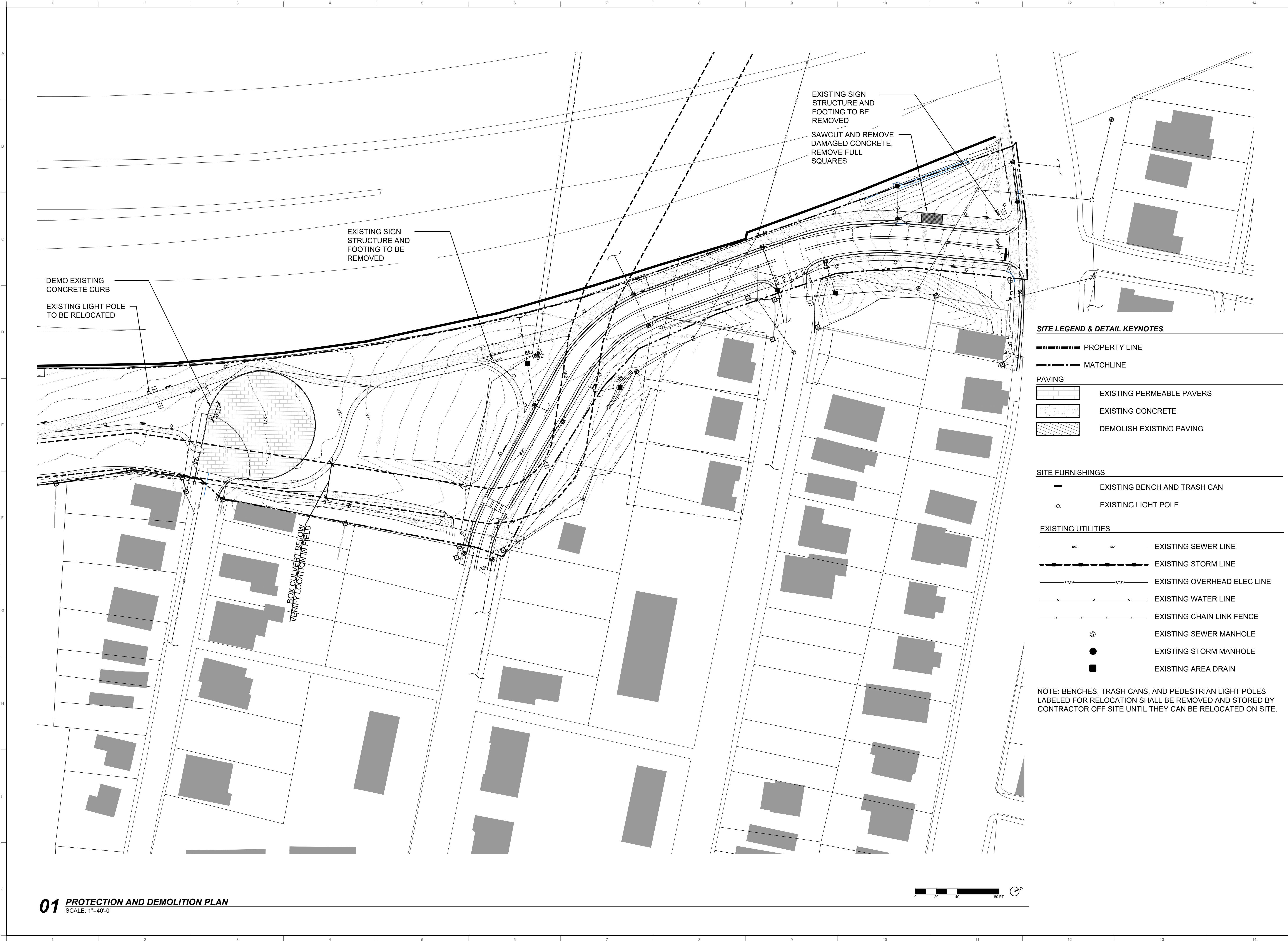
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#	DESCRIPTION

DATE: OCTOBER 4, 2024

EXISTING CONDITIONS PHOTOS

SHEET:

L0.1



01 PROTECTION AND DEMOLITION PLAN
SCALE: 1"=40'-0"

SITE LEGEND & DETAIL KEYNOTES

- PROPERTY LINE
- MATCHLINE

PAVING

- EXISTING PERMEABLE PAVERS
- EXISTING CONCRETE
- DEMOLISH EXISTING PAVING

SITE FURNISHINGS

- EXISTING BENCH AND TRASH CAN
- EXISTING LIGHT POLE

EXISTING UTILITIES

- EXISTING SEWER LINE
- EXISTING STORM LINE
- EXISTING OVERHEAD ELEC LINE
- EXISTING WATER LINE
- EXISTING CHAIN LINK FENCE
- EXISTING SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING AREA DRAIN

NOTE: BENCHES, TRASH CANS, AND PEDESTRIAN LIGHT POLES LABELED FOR RELOCATION SHALL BE REMOVED AND STORED BY CONTRACTOR OFF SITE UNTIL THEY CAN BE RELOCATED ON SITE.

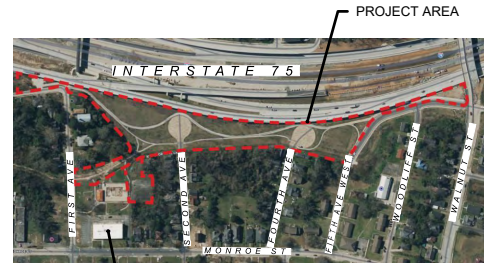
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LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



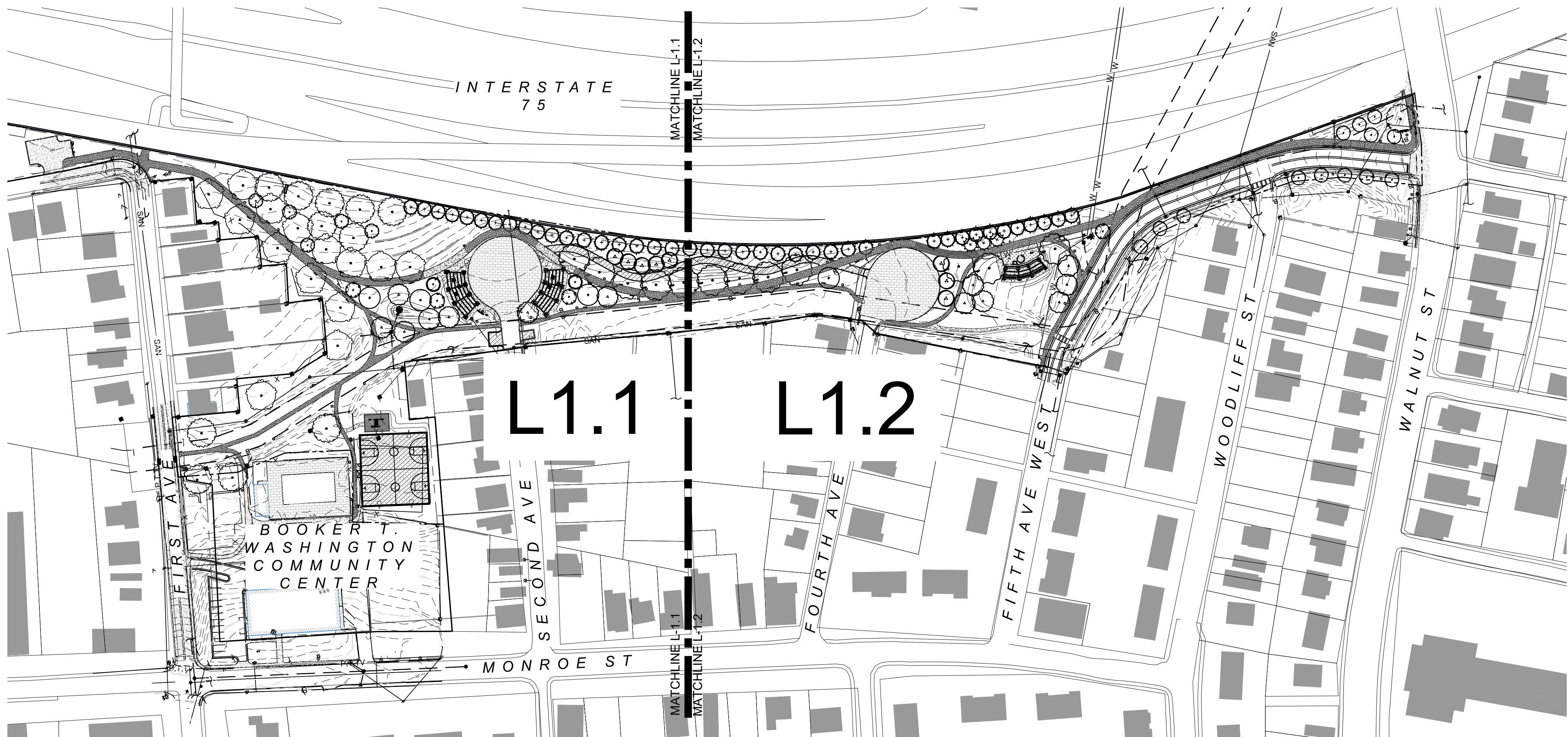
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#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

PROTECTION &
DEMOLITION PLAN

SHEET:

L0.3

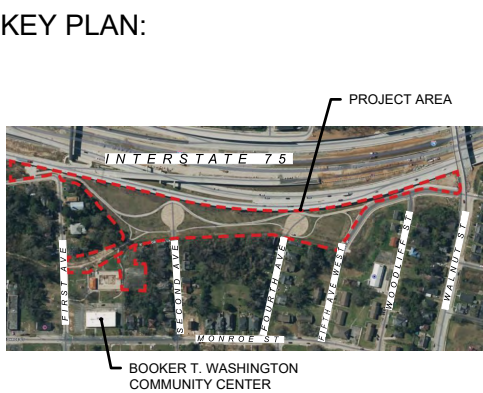


01 OVERALL PLAN
SCALE: 1"=100'-0"

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



REVISIONS:

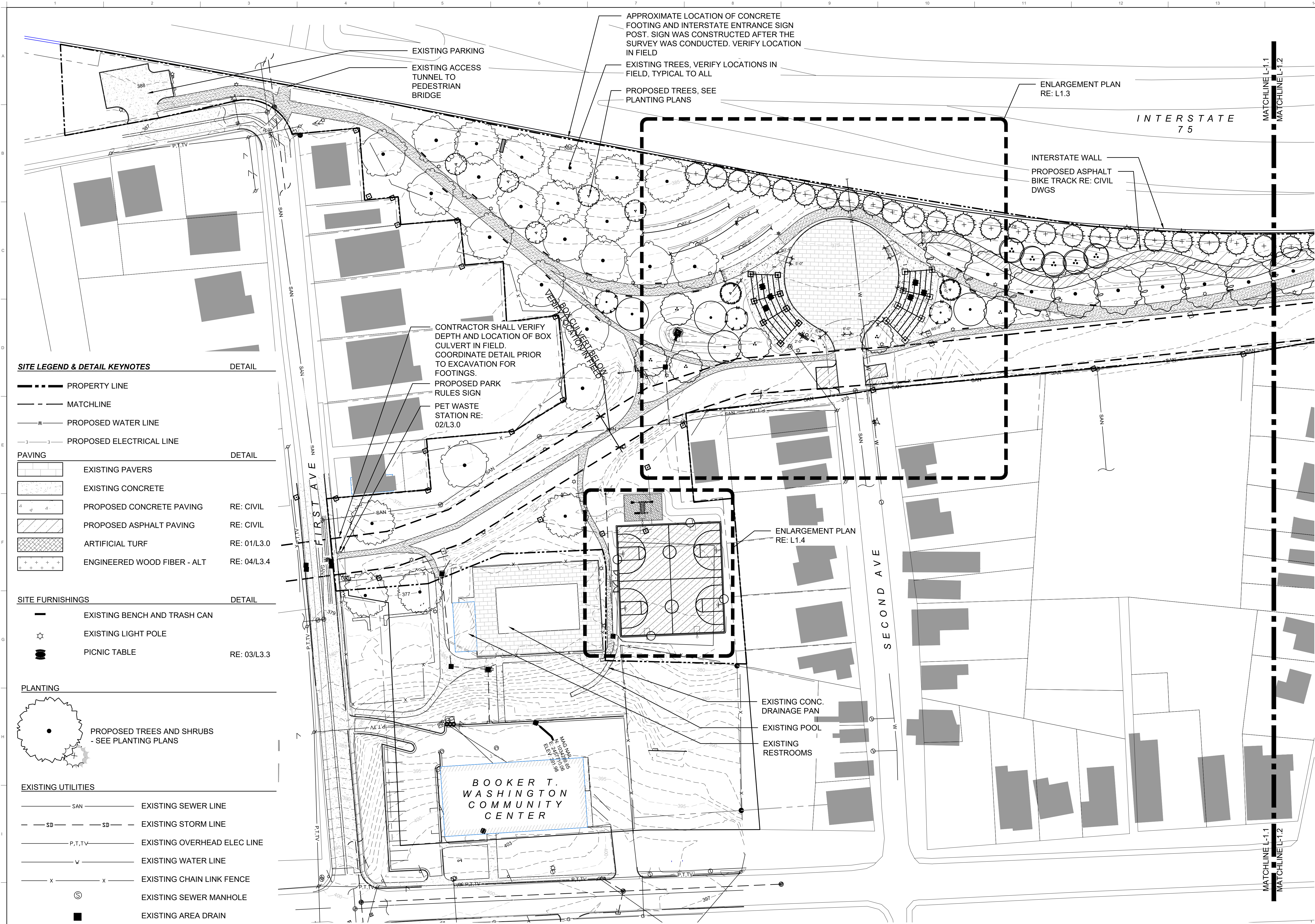
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

OVERALL PLAN

SHEET:

L1.0



SITE LEGEND & DETAIL KEYNOTES

--- PROPERTY LINE
--- MATCHLINE
--- PROPOSED WATER LINE
--- PROPOSED ELECTRICAL LINE

PAVING

[Pattern]	EXISTING PAVERS	
[Pattern]	EXISTING CONCRETE	
[Pattern]	PROPOSED CONCRETE PAVING	RE: CIVIL
[Pattern]	PROPOSED ASPHALT PAVING	RE: CIVIL
[Pattern]	ARTIFICIAL TURF	RE: 01/L3.0
[Pattern]	ENGINEERED WOOD FIBER - ALT	RE: 04/L3.4

SITE FURNISHINGS

[Symbol]	EXISTING BENCH AND TRASH CAN	
[Symbol]	EXISTING LIGHT POLE	
[Symbol]	PICNIC TABLE	RE: 03/L3.3

PLANTING

[Symbol] PROPOSED TREES AND SHRUBS
- SEE PLANTING PLANS

EXISTING UTILITIES

[Symbol]	SAN	EXISTING SEWER LINE
[Symbol]	SD	EXISTING STORM LINE
[Symbol]	P,T,TV	EXISTING OVERHEAD ELEC LINE
[Symbol]	W	EXISTING WATER LINE
[Symbol]	X	EXISTING CHAIN LINK FENCE
[Symbol]	⊙	EXISTING SEWER MANHOLE
[Symbol]	■	EXISTING AREA DRAIN

01 LAYOUT AND MATERIALS PLAN
SCALE: 1"=40'-0"

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



REVISIONS:

#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

LAYOUT AND
MATERIALS PLAN

SHEET:

L1.1

MATCHLINE L-1.1
MATCHLINE L-1.2

FOURTH AVE

FIFTH AVE WEST

WOODLIFF ST

WALNUT ST

INTERSTATE
75

INTERSTATE WALL
EXISTING PIANO KEY
DESIGN IN CONCRETE.
REPAIR DAMAGED
CONCRETE AND
RE-SEAL EXPANSION
JOINTS AND PAINT
KEYS WITH BLACK AND
WHITE PAVING GRADE
PAINT

RELOCATED EXISTING
PEDESTRIAN LIGHT
PET WASTE
STATION RE:
02/L3.0

ENLARGEMENT PLAN
RE: L1.4

FILL AND HAND TAMP SOIL IN
BETWEEN SIDEWALK AND
BACK OF CURB WHERE IS HAS
WASHED OUT FOR PROPOSED
SOD. SEE PLANTING PLAN

PET WASTE
STATION RE:
02/L3.0

STANDARD PARKS AND
BEAUTIFICATION DEPARTMENT
SIGN. INCLUDE ALTERNATE TO
ADD LIGHTING AND
ELECTRICAL PANEL RE: ELEC
DWGS TO SIGN

PROPOSED CONCRETE
SIDEWALK REPLACEMENT
WHERE DAMAGED CONCRETE
IS REMOVED. MATCH EXISTING
GRADE AND THICKNESS

BOX CULVERT BELOW
VERIFY LOCATION IN FIELD

SITE LEGEND & DETAIL KEYNOTES

- PROPERTY LINE
--- MATCHLINE
--- PROPOSED WATER LINE
--- PROPOSED ELECTRICAL LINE

PAVING

- EXISTING PAVERS
EXISTING CONCRETE
PROPOSED CONCRETE PAVING RE: CIVIL
PROPOSED ASPHALT PAVING RE: CIVIL
ARTIFICIAL TURF RE: 01/L3.0
ENGINEERED WOOD FIBER - ALT RE: 04/L3.4

SITE FURNISHINGS

- EXISTING BENCH AND TRASH CAN
EXISTING LIGHT POLE
PICNIC TABLE RE: 03/L3.3

PLANTING

- PROPOSED TREES AND SHRUBS
- SEE PLANTING PLANS

EXISTING UTILITIES

- EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING OVERHEAD ELEC LINE
EXISTING WATER LINE
EXISTING CHAIN LINK FENCE
EXISTING SEWER MANHOLE
EXISTING AREA DRAIN



01 LAYOUT AND MATERIALS PLAN
SCALE: 1"=40'-0"

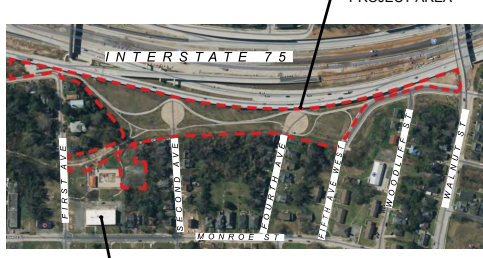
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

LAYOUT AND
MATERIALS PLAN

SHEET:

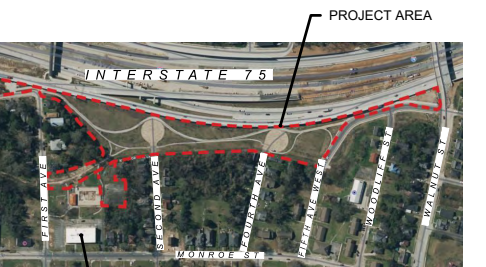
L1.2

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:

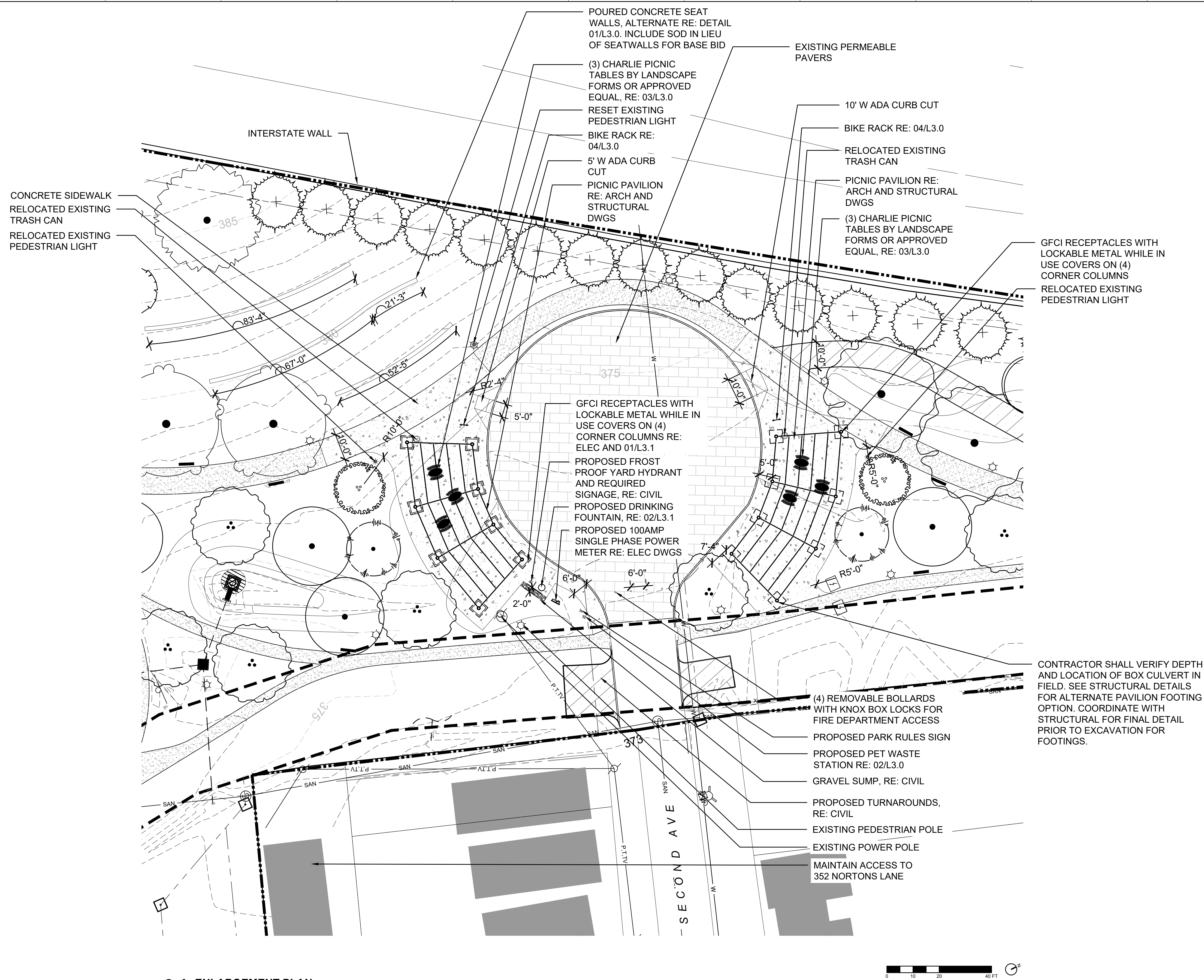
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DATE: OCTOBER 4, 2024

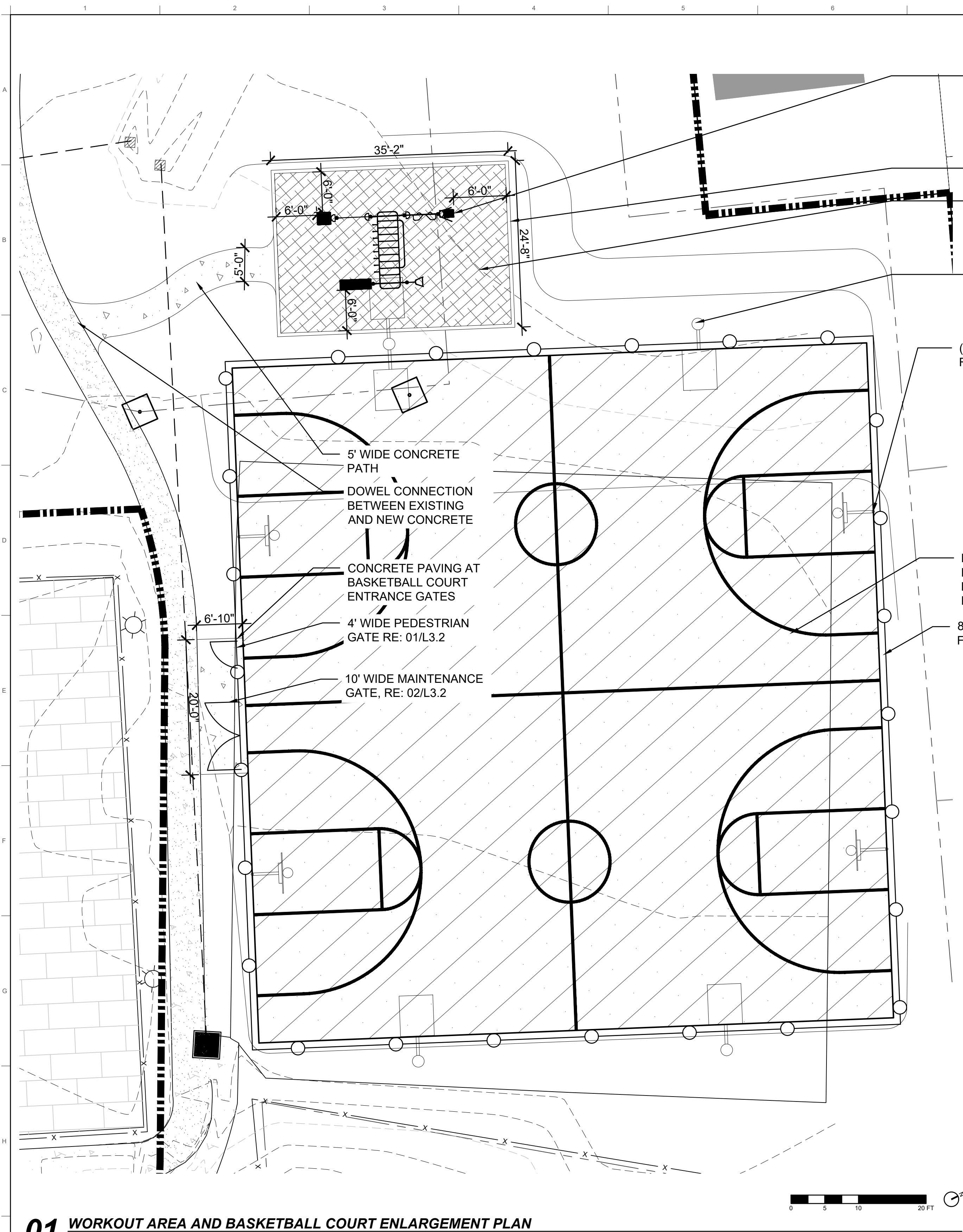
ENLARGEMENT PLAN

SHEET:

L1.3



01 ENLARGEMENT PLAN
SCALE: 1"=20'-0"



01 WORKOUT AREA AND BASKETBALL COURT ENLARGEMENT PLAN
SCALE: 1"=10'-0"

T REX 6 POST
WORKOUT STATION
AND FOOTINGS BY
MOVE STRONG OR
APPROVED EQUAL, RE:
04/L3.1

CONCRETE CURB, RE:
01/L3.0

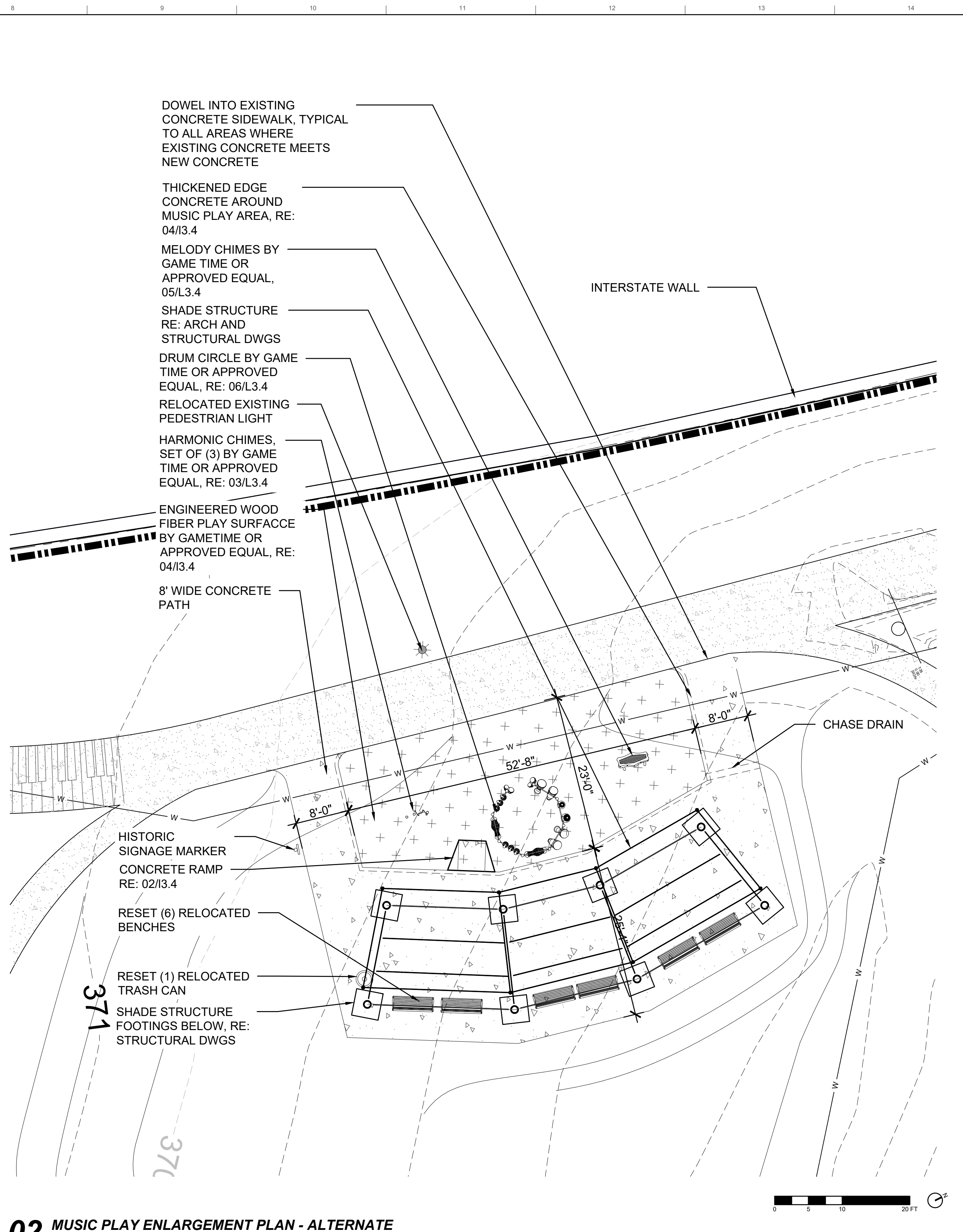
ARTIFICIAL TURF BY
MOVE STRONG OR
APPROVED EQUAL, RE:
DETAIL 01/L3.0

(3) SINGLE HEAD LIGHT
POLES, (1) DOUBLE
HEAD LIGHT POLE, RE:
ELEC

(4) NEW GOAL POSTS,
RE: 04/L3.2

RESURFACED AND
RESTRIPTED
BASKETBALL COURTS,
RE: CIVIL

8' HIGH CHAIN LINK
FENCE , RE: 03/L3.2



02 MUSIC PLAY ENLARGEMENT PLAN - ALTERNATE
SCALE: 1"=10'-0"

NOTE: BASE BID SHOULD INCLUDE GRADING PER CIVIL PLANS, TURF SOD AND IRRIGATION FOR THE AREA.
ALTERNATE PRICING SHOULD INCLUDE MUSIC PLAY EQUIPMENT AND FOORINTGS PER MANUFACTURER RECOMMENDATIONS, CONCRETE PAVING WITH THICKENED EDGE, CONCRETE RAMP, ENGINEERED WOOD FIBER PLAY SURFACING, SHADE PAVILION WITH FOOTINGS PER ARCH AND STRUCTURAL DWGS, RELOCATING EXISTING BENCHES AND TRASH CAN

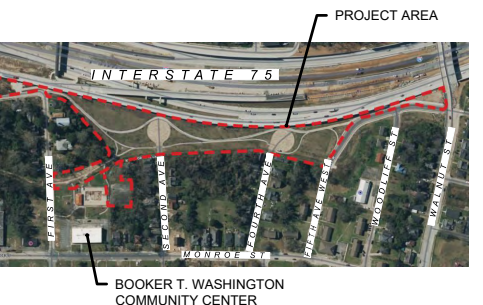
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LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



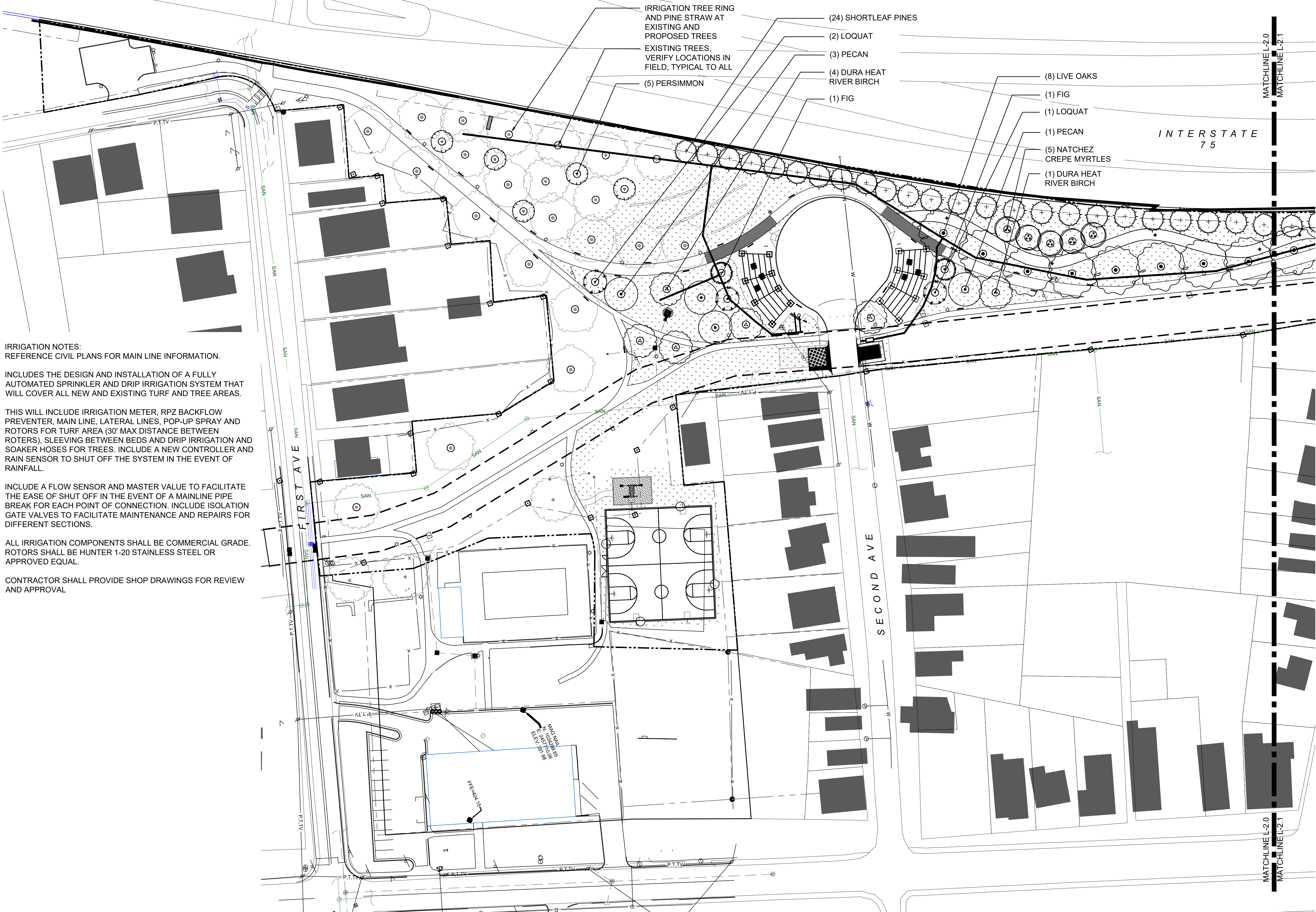
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ENLARGEMENT
PLANS

SHEET:

L1.4



IRRIGATION NOTES:
REFERENCE CIVIL PLANS FOR MAIN LINE INFORMATION.

INCLUDES THE DESIGN AND INSTALLATION OF A FULLY AUTOMATED SPRINKLER AND DRIP IRRIGATION SYSTEM THAT WILL COVER ALL NEW AND EXISTING TURF AND TREE AREAS.

THIS WILL INCLUDE IRRIGATION METER, RPZ BACKFLOW PREVENTER, MAIN LINE, LATERAL LINES, POP-UP SPRAY AND ROTORS FOR TURF AREA (30' MAX DISTANCE BETWEEN ROTERS), SLEEVEING BETWEEN BEDS AND DRIP IRRIGATION AND SOAKER HOSES FOR TREES. INCLUDE A NEW CONTROLLER AND RAIN SENSOR TO SHUT OFF THE SYSTEM IN THE EVENT OF RAINFALL.

INCLUDE A FLOW SENSOR AND MASTER VALVE TO FACILITATE THE EASE OF SHUT OFF IN THE EVENT OF A MAINLINE PIPE BREAK FOR EACH POINT OF CONNECTION. INCLUDE ISOLATION GATE VALVES TO FACILITATE MAINTENANCE AND REPAIRS FOR DIFFERENT SECTIONS.

ALL IRRIGATION COMPONENTS SHALL BE COMMERCIAL GRADE. ROTORS SHALL BE HUNTER 1-20 STAINLESS STEEL OR APPROVED EQUAL.

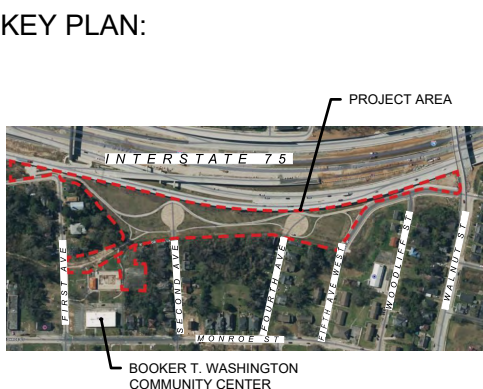
CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

01 PLANTING PLAN
SCALE: 1"=40'-0"



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MACON, GA
31201



REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024
PLANTING PLAN

SHEET:
L2.0

MATCHLINE L-2.0
MATCHLINE L-2.1

INTERSTATE
75

FOURTH AVE

FIFTH AVE WEST

WOODLIFF ST

WALNUT ST

- (11) SHORTLEAF PINES
- (3) NATCHEZ CREPE MYRTLES
- (2) LIVE OAKS
- (3) DURA HEAT RIVER BIRCH
- (3) AMERICAN HOLLY

- IRRIGATION TREE RING AND PINE STRAW
- (1) LIVE OAKS
- (3) DURA HEAT RIVER BIRCH
- (1) LOQUAT

EXISTING TREES, VERIFY LOCATIONS IN FIELD, TYPICAL TO ALL

IRRIGATION NOTES:
REFERENCE CIVIL PLANS FOR MAIN LINE INFORMATION.

INCLUDES THE DESIGN AND INSTALLATION OF A FULLY AUTOMATED SPRINKLER AND DRIP IRRIGATION SYSTEM THAT WILL COVER ALL NEW AND EXISTING TURF AND TREE AREAS.

THIS WILL INCLUDE IRRIGATION METER, RPZ BACKFLOW PREVENTER, MAIN LINE, LATERAL LINES, POP-UP SPRAY AND ROTORS FOR TURF AREA (30' MAX DISTANCE BETWEEN ROTERS), SLEEVING BETWEEN BEDS AND DRIP IRRIGATION AND SOAKER HOSES FOR TREES. INCLUDE A NEW CONTROLLER AND RAIN SENSOR TO SHUT OFF THE SYSTEM IN THE EVENT OF RAINFALL.

INCLUDE A FLOW SENSOR AND MASTER VALVE TO FACILITATE THE EASE OF SHUT OFF IN THE EVENT OF A MAINLINE PIPE BREAK FOR EACH POINT OF CONNECTION. INCLUDE ISOLATION GATE VALVES TO FACILITATE MAINTENANCE AND REPAIRS FOR DIFFERENT SECTIONS.

ALL IRRIGATION COMPONENTS SHALL BE COMMERCIAL GRADE. ROTORS SHALL BE HUNTER 1-20 STAINLESS STEEL OR APPROVED EQUAL.

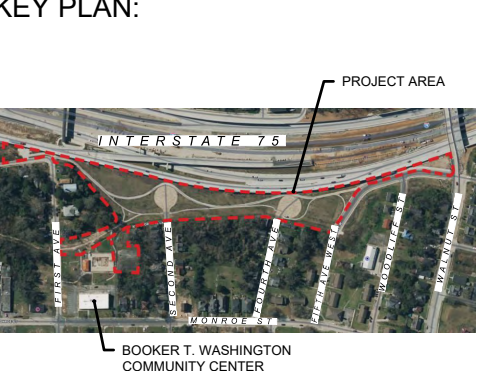
CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

01 PLANTING PLAN
SCALE: 1"=40'-0"



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REVISIONS:

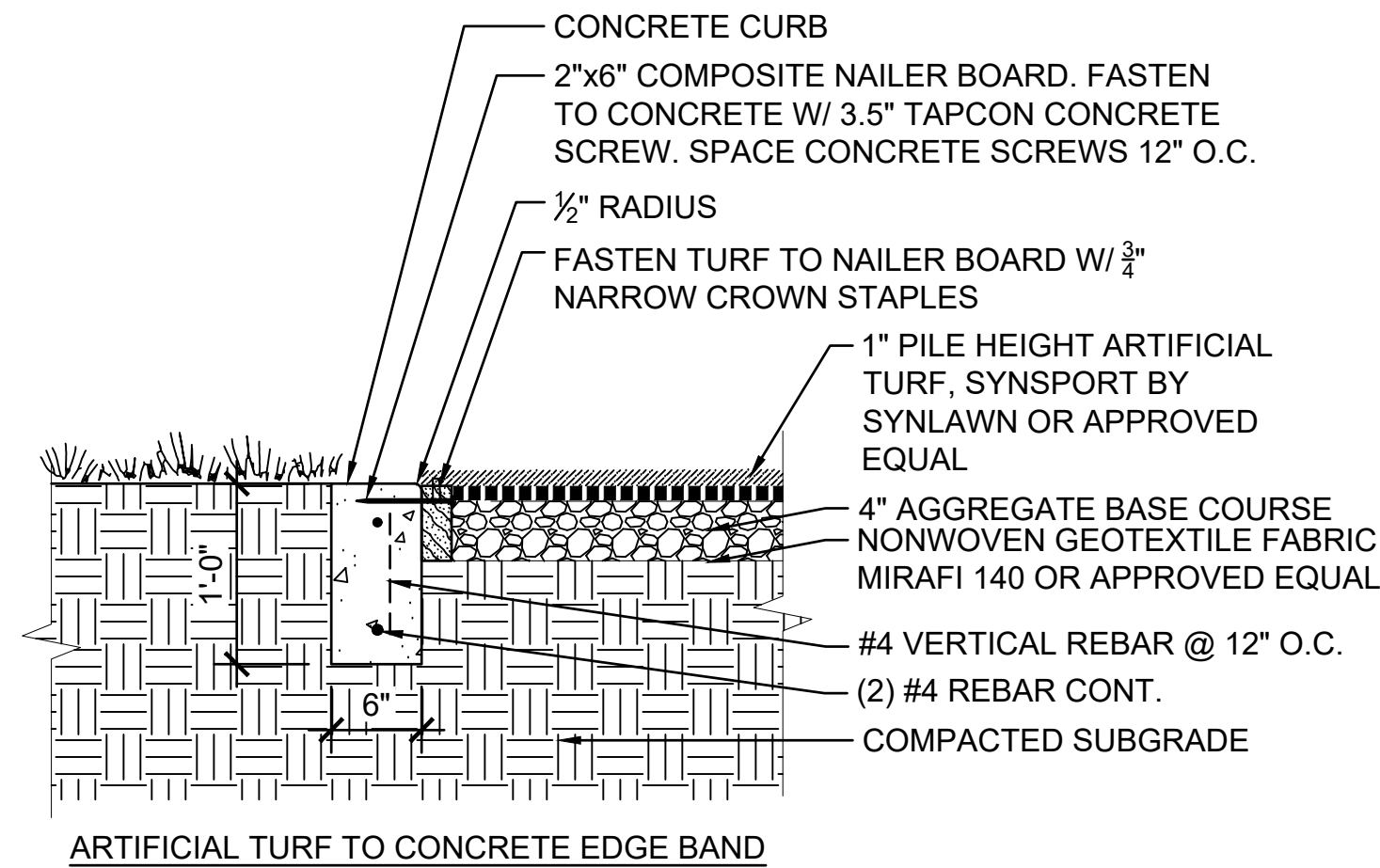
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

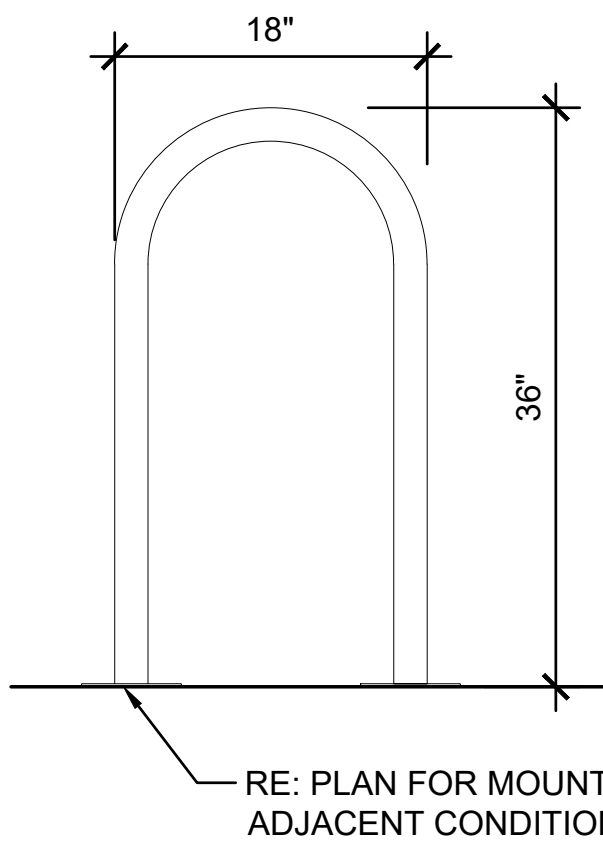
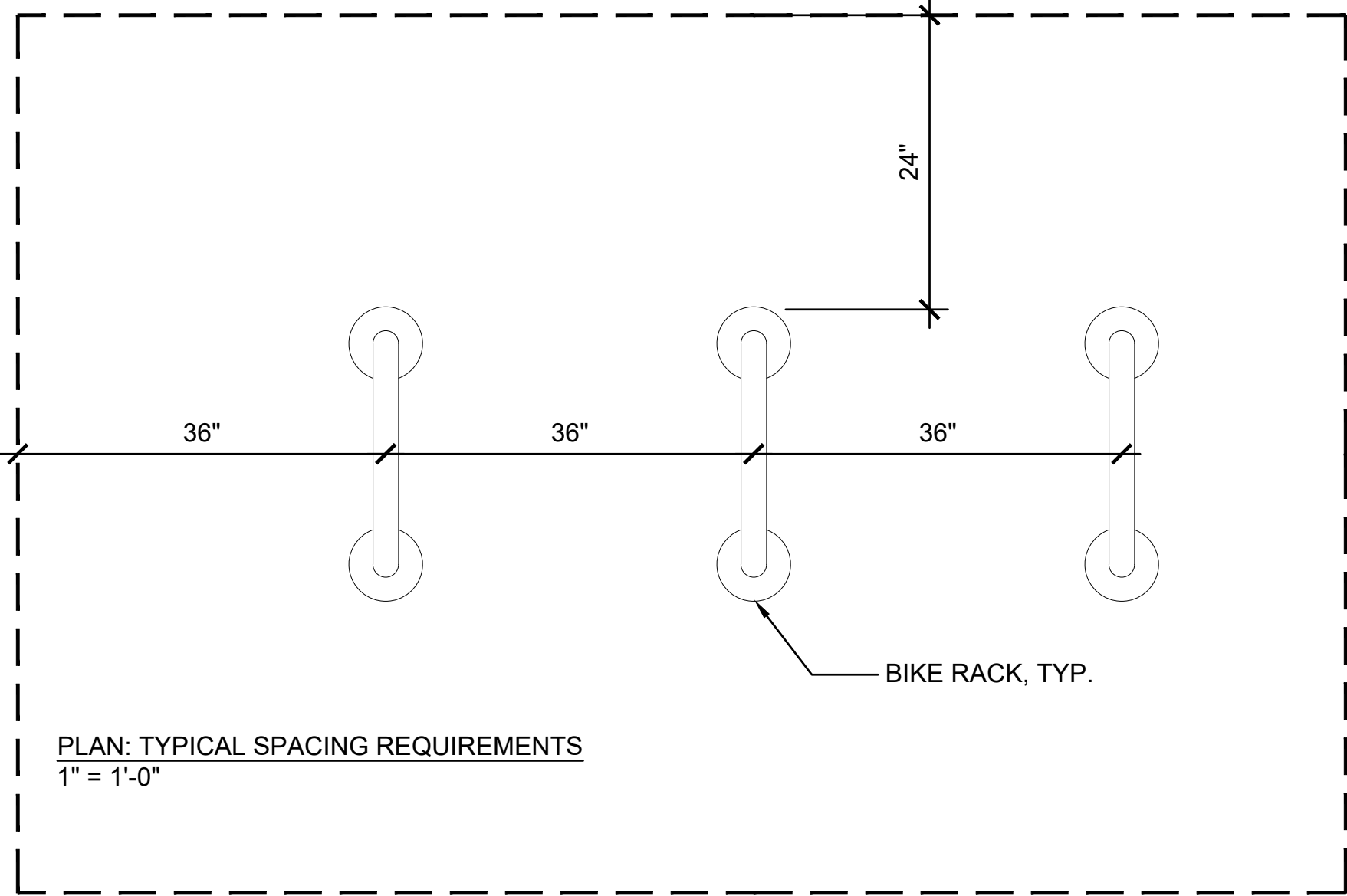
PLANTING PLAN

SHEET:

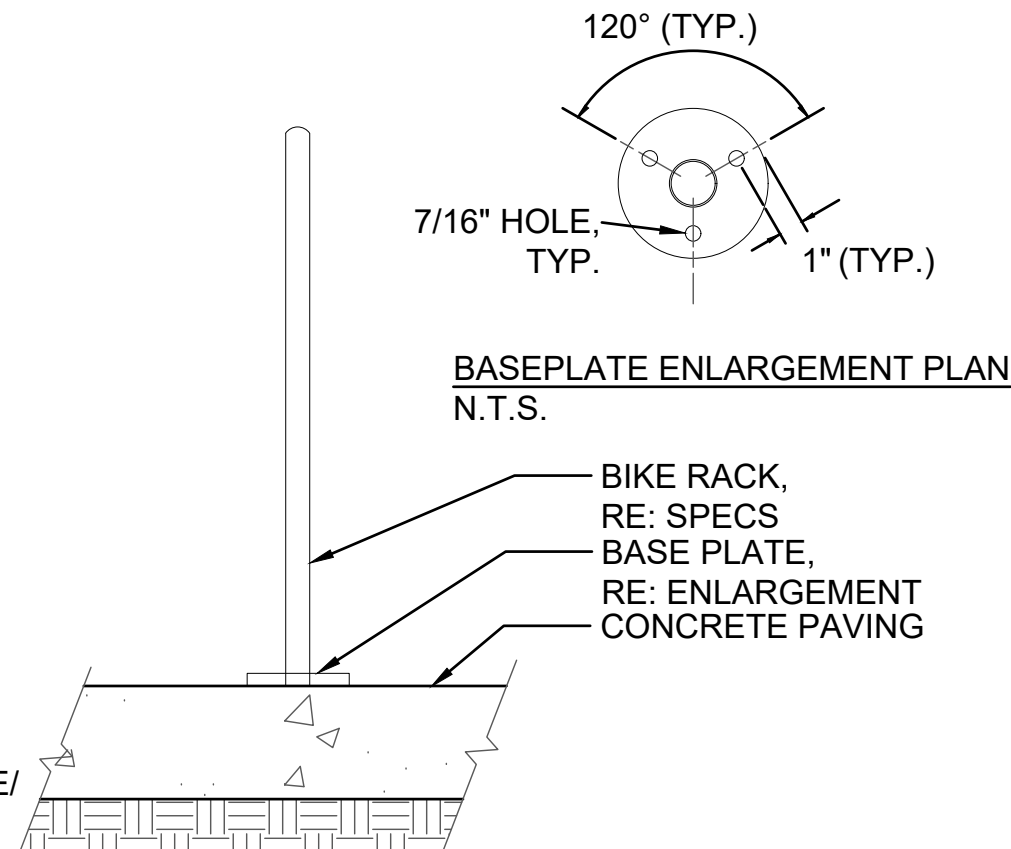
L2.1



01 CONC CURB & ARTIFICIAL TURF @ WORKOUT STATION
SCALE: 1"=1'-0"



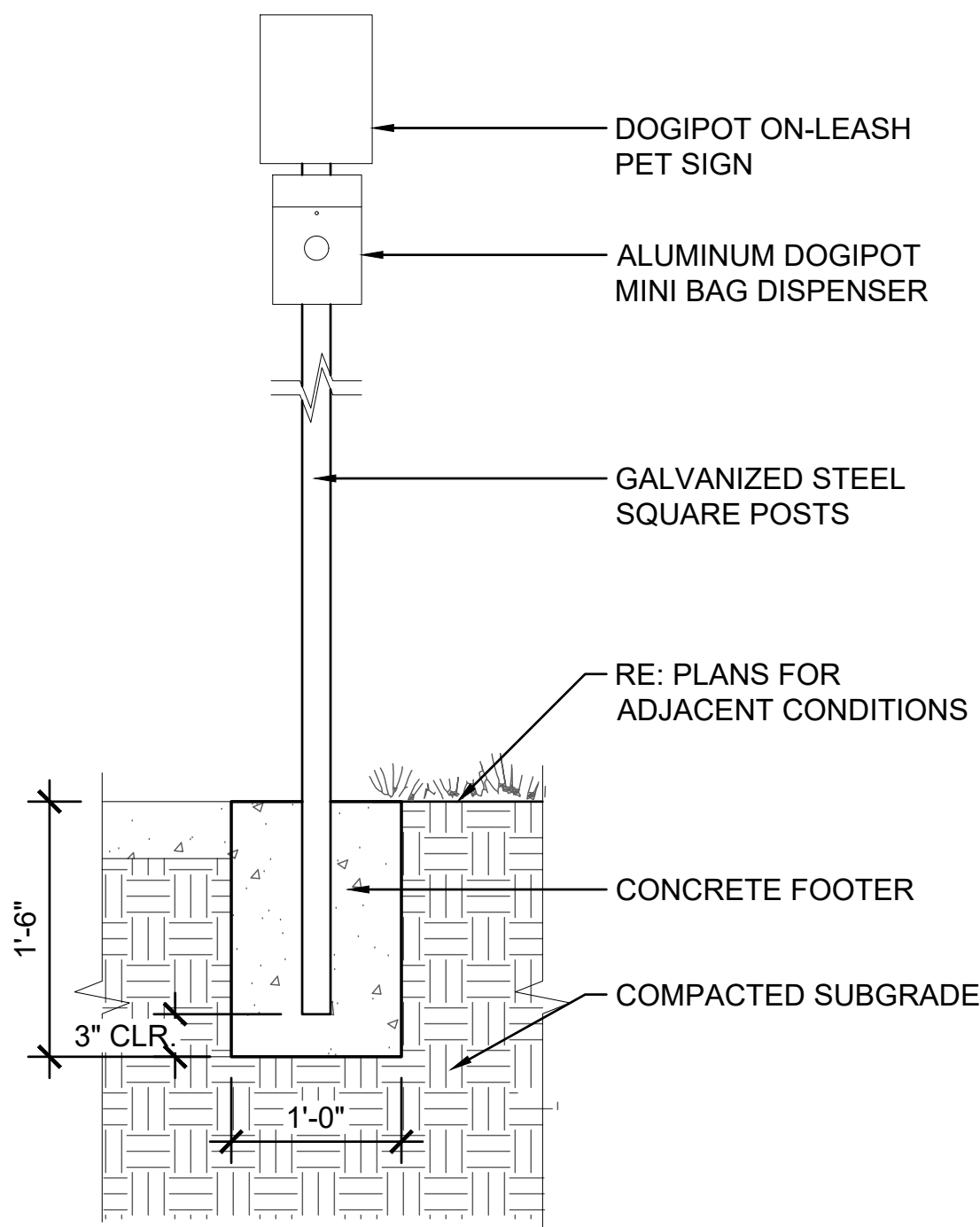
ELEVATION: TYPICAL DIMENSIONS
1" = 1'-0"



SECTION: RACK ON CONCRETE
1" = 1'-0"

- NOTES:
1. REFERENCE SPECIFICATIONS FOR MORE INFORMATION.
 2. DIMENSIONS ARE SHOWN FOR REFERENCE ONLY AND REFLECT CURRENT CITY OF DENVER GUIDELINES. SUBMIT MANUFACTURER'S TECHNICAL DATA FOR APPROVAL.
 3. MOUNTING METHODS ARE SHOWN FOR REFERENCE ONLY -INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

04 BIKE RACK LAYOUT
SCALE: 1"=1'-0"



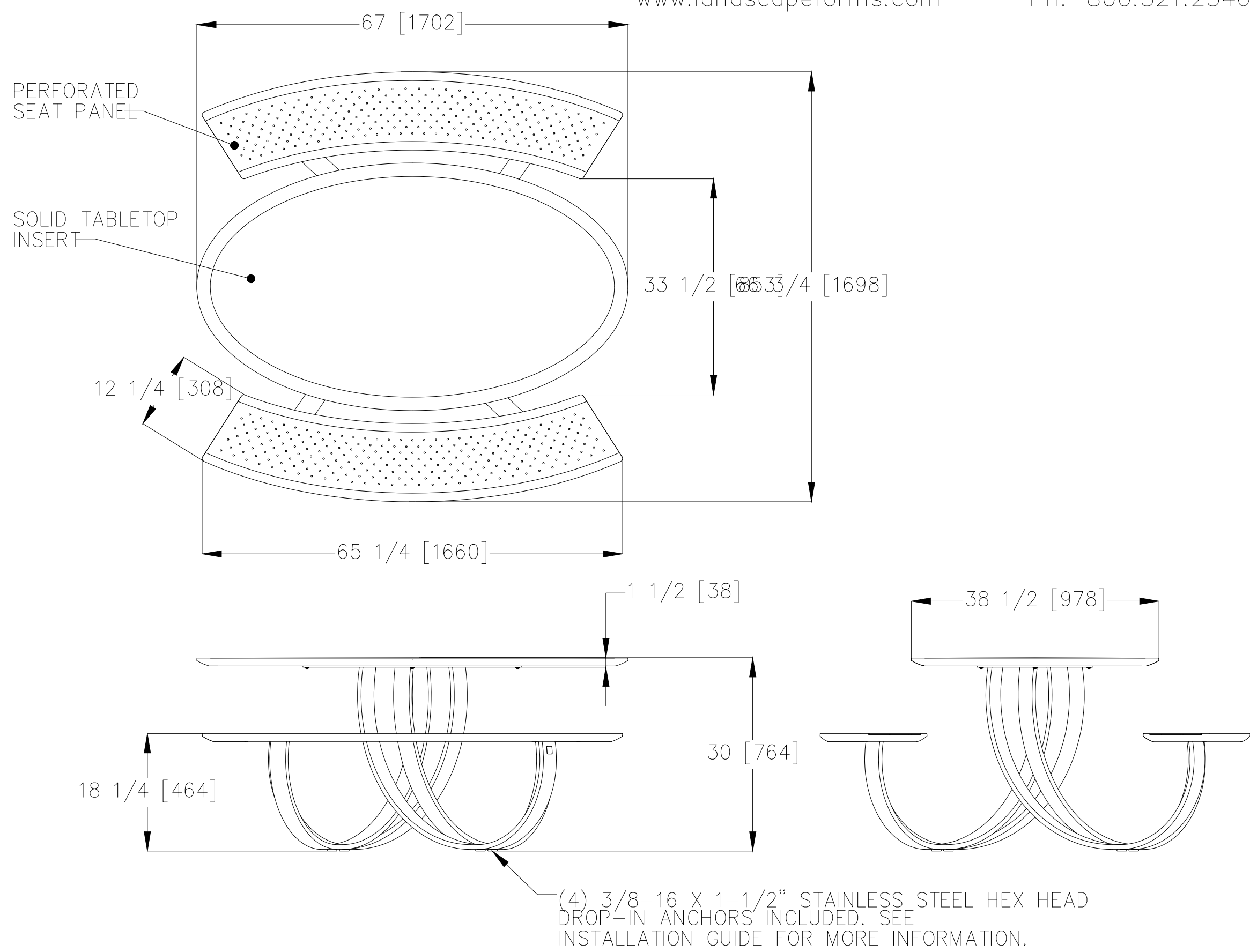
NOTES:
DOG STATION, POST: ALUMINUM, FOREST GREEN
DOGIPOT QUIK PET STATION (#1011-MINI)
WWW.DOGIPOT.COM OR APPROVED EQUAL

02 PET WASTE STATION
SCALE: 1"=1'-0"

Charlie
Picnic Table, 67in, Surface Mount, No Hole
Product Drawing

www.landscapeforms.com

Date: 10/16/2012
Ph: 800.521.2546



landscapeforms

Drawing: C1220-01
Dimensions are in inches [mm] * UNIT MUST BE SURFACE MOUNTED *

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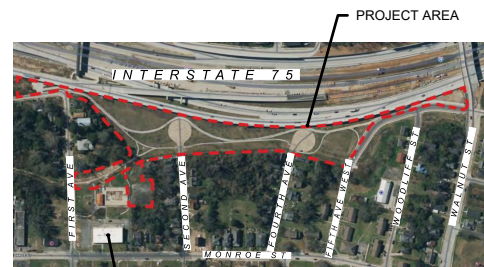
03 PICNIC TABLE BY LANDSCAPE FORMS OR APPROVED EQUAL
SCALE: NTS

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LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



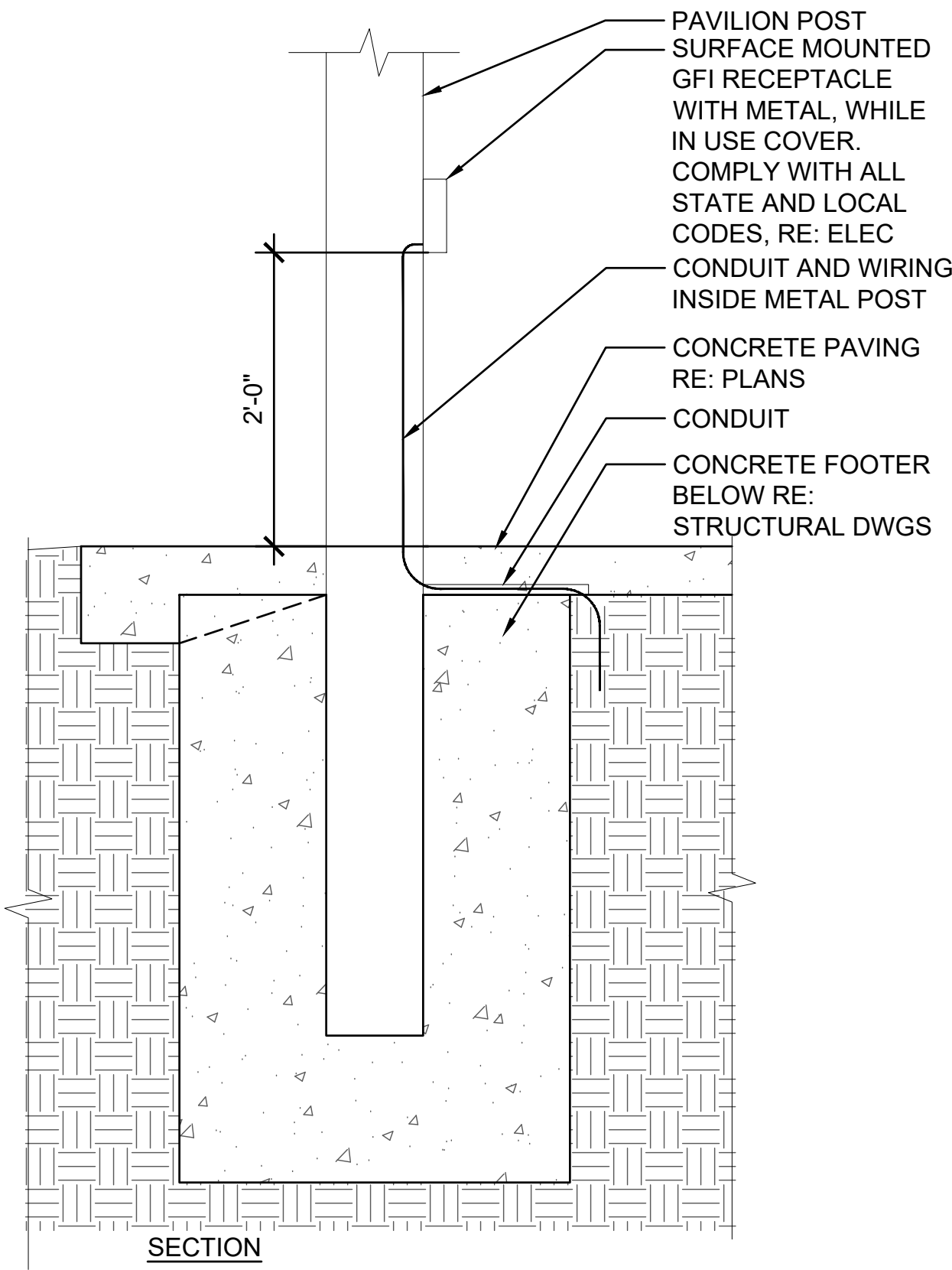
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#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

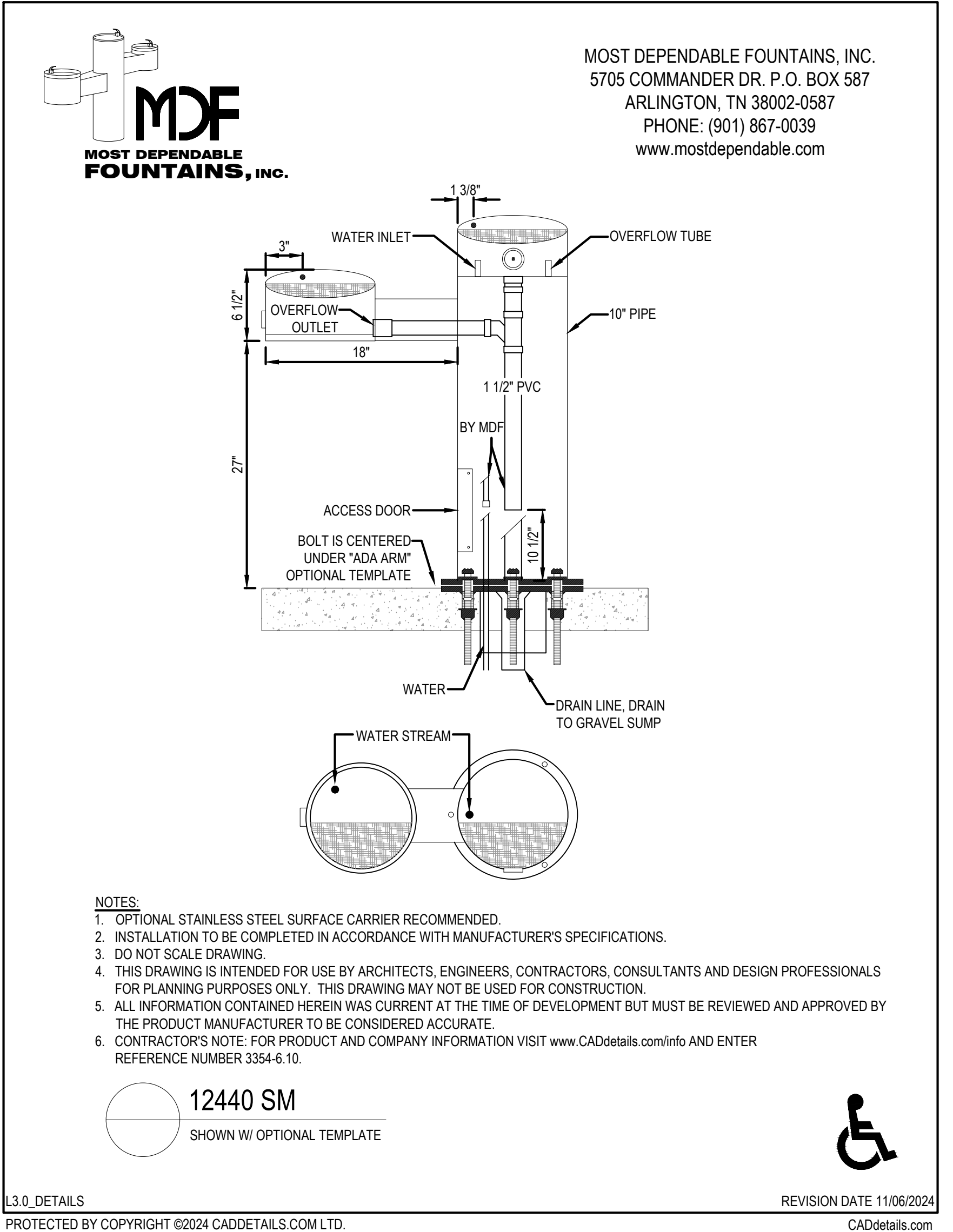
SITE DETAILS

SHEET:

L3.0

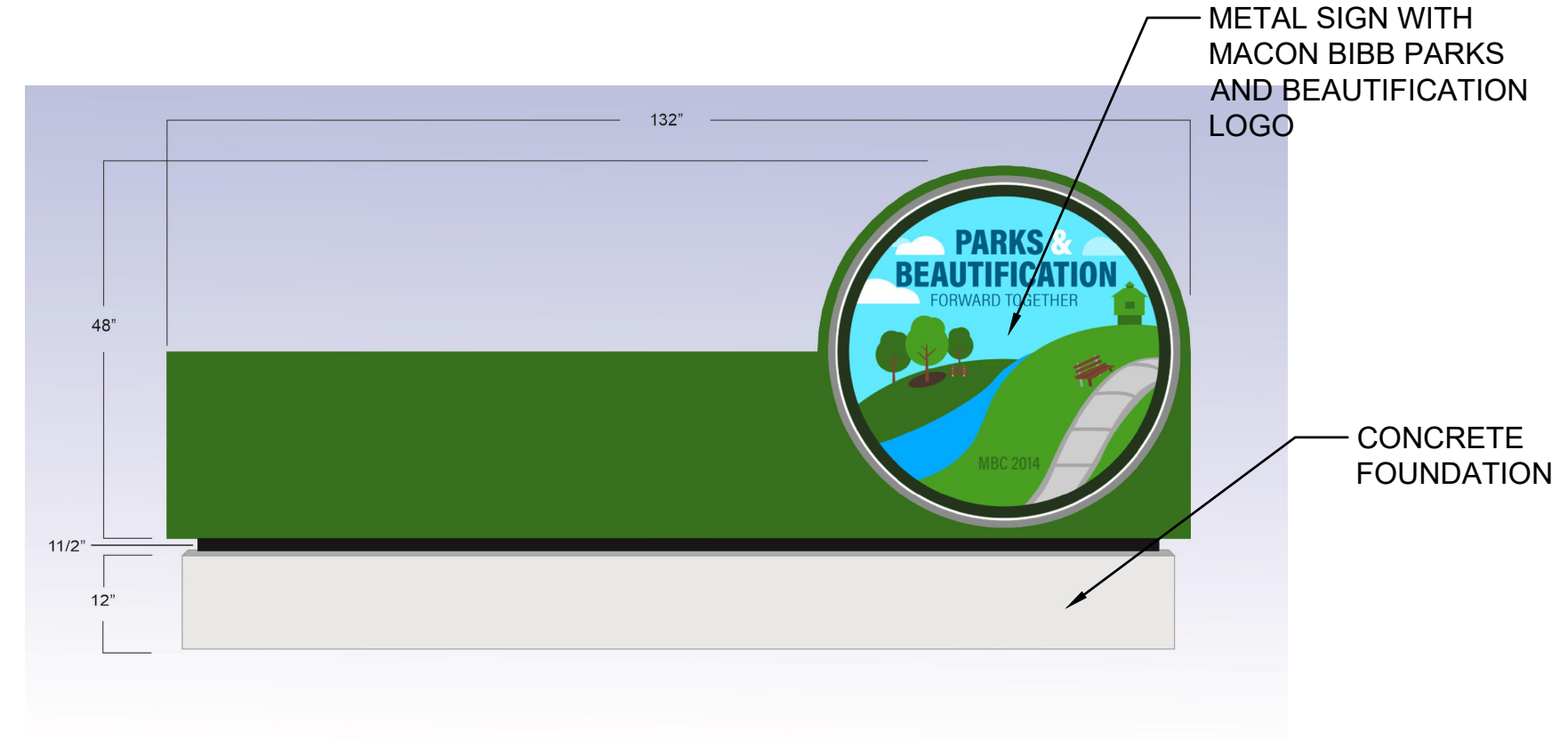


01 GFCI RECEPTACLE @ PAVILION POST
SCALE: 1"=1'-0"



NOTE: DRINKING FOUNTAIN BY MOST DEPENDABLE FOUNTAINS OR APPROVED EQUAL

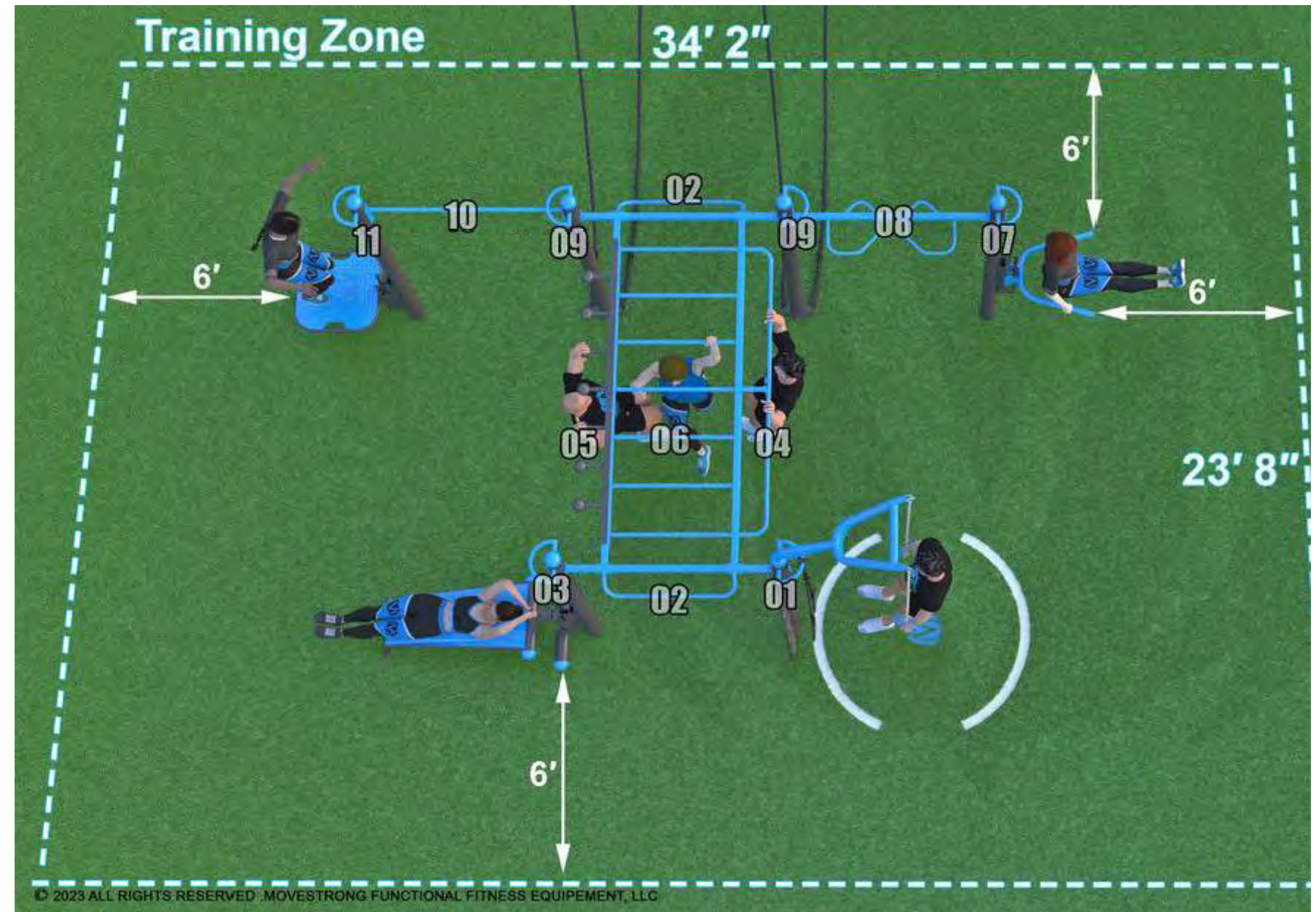
02 ADA ACCESSIBLE DRINKING FOUNTAIN
SCALE: NTS



NOTE: PARK IS BEING RENAMED AS PART OF THE RENOVATION PROCESS. NAME AND ADDRESS FOR THE SIGN WILL BE SUPPLIED DURING THE SUBMITTAL PHASE. METAL SIGN SHALL BE FABRICATED BY THE SIGN STORE LOCATED AT 1836 BROADWAY IN MAON, GA OR APPROVED EQUAL. SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL. INCLUDE SIGN FABRICATION, INSTALLATION, AND CONCRETE FOUNDATION IN BASE BID.

BID ALTERNATE - ADD LIGHTING TO THE SIGN PER ELECTRICAL DRAWINGS.

03 CITY STANDARD METAL PARK SIGN
SCALE: NTS



NOTE: T REX 6 POST WORKOUT STATION PROVIDED BY MOVE STRONG OR APPROVED EQUAL. FOOTINGS, EQUIPMENT, AND ARTIFICIAL TURF INSTALLED BY MOVE STRONG. SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL.

04 T REX OUTDOOR WORKOUT STATION
SCALE: NTS

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LINEAR PARK IMPROVEMENTS
MACON, GA
31201

GEORGIA
REGISTERED
LANDSCAPE ARCHITECT
LAURIE FICKLING
No. LA001917

KEY PLAN:

REVISIONS:

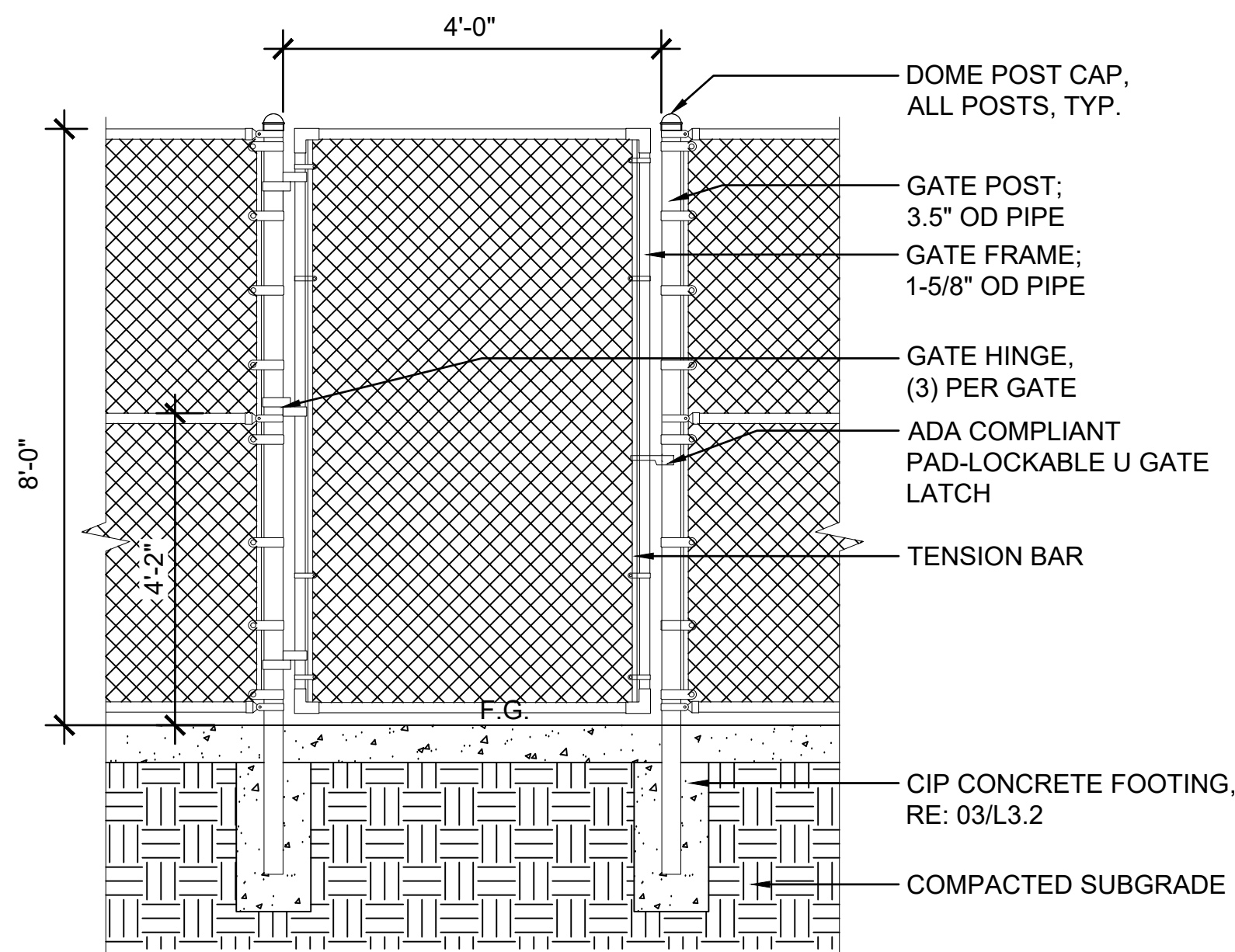
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

SITE DETAILS

SHEET:

L3.1

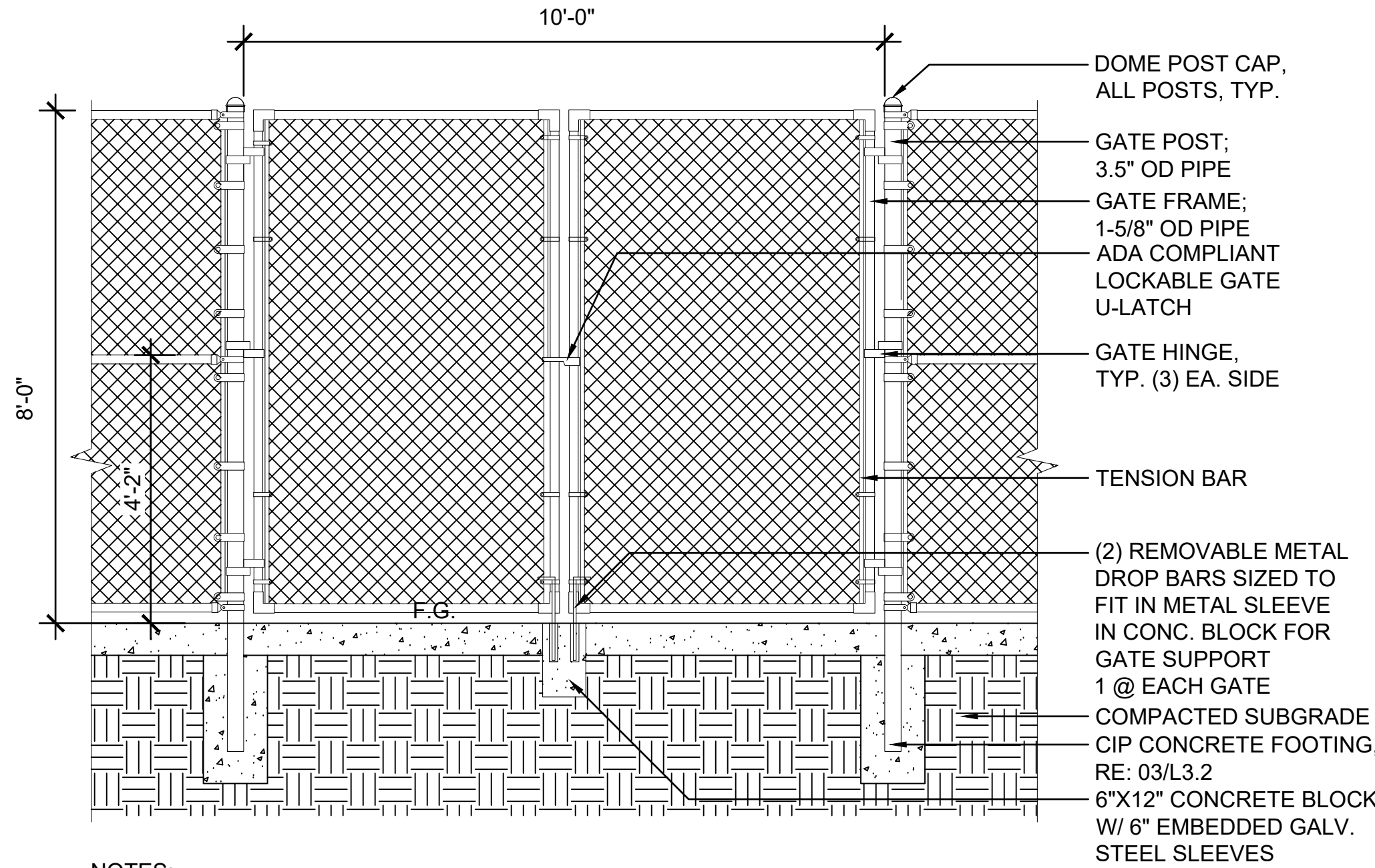


NOTES:

1. POSTS: 2-7/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING FOR END, CORNER, AND PULL POSTS.
2. RAILS: NEW RAILS TO BE 1-5/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING.
3. FABRIC: ALL SECTION(S)=2" #9 GA. CLASS 2 HOT DIP GALVANIZED COATED CHAIN LINK MESH.
4. FENCE TIES TO BE HOT DIP GALVANIZED COATED.
5. KNUCKLE SELVAGE BOTH TOP AND BOTTOM OF ALL CHAIN LINK FABRIC.
6. REFER TO SPECS FOR ADDITIONAL INFORMATION.

01 4' WIDE PEDESTRIAN GATE

SCALE: 1/2"=1'-0"

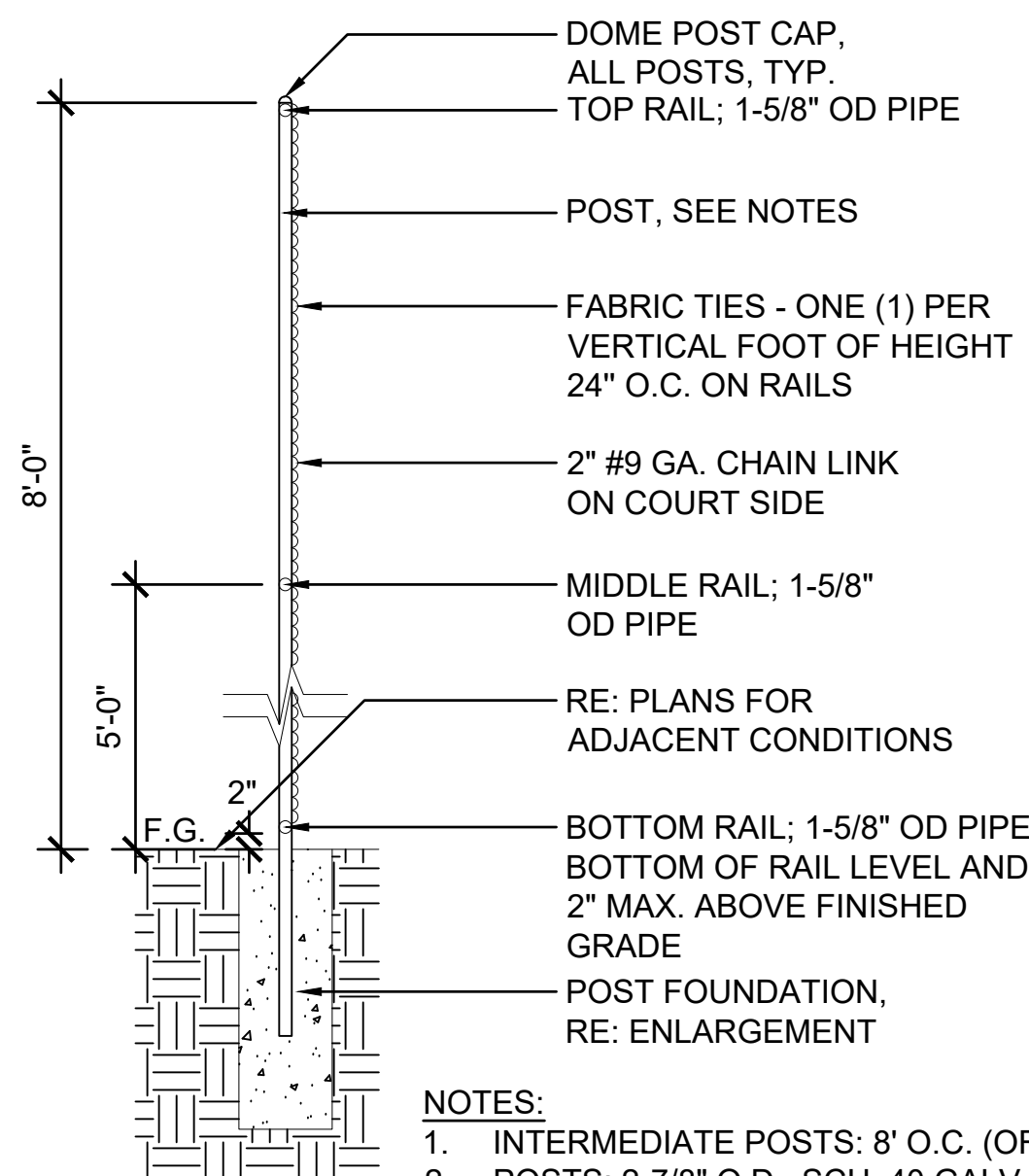


NOTES:

1. POSTS: 2-7/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING FOR END, CORNER, AND PULL POSTS.
2. RAILS: NEW RAILS TO BE 1-5/8" O.D., SCH. 40 HOT DIP GALVANIZED COATING.
3. FABRIC: ALL SECTION(S)=2" #9 GA. CLASS 2 HOT DIP GALVANIZED COATED CHAIN LINK MESH.
4. FENCE TIES TO BE HOT DIP GALVANIZED COATED.
5. KNUCKLE SELVAGE BOTH TOP AND BOTTOM OF ALL CHAIN LINK FABRIC.
6. REFER TO SPECS FOR ADDITIONAL INFORMATION.

02 10' WIDE MAINTENANCE GATE

SCALE: 1/2"=1'-0"

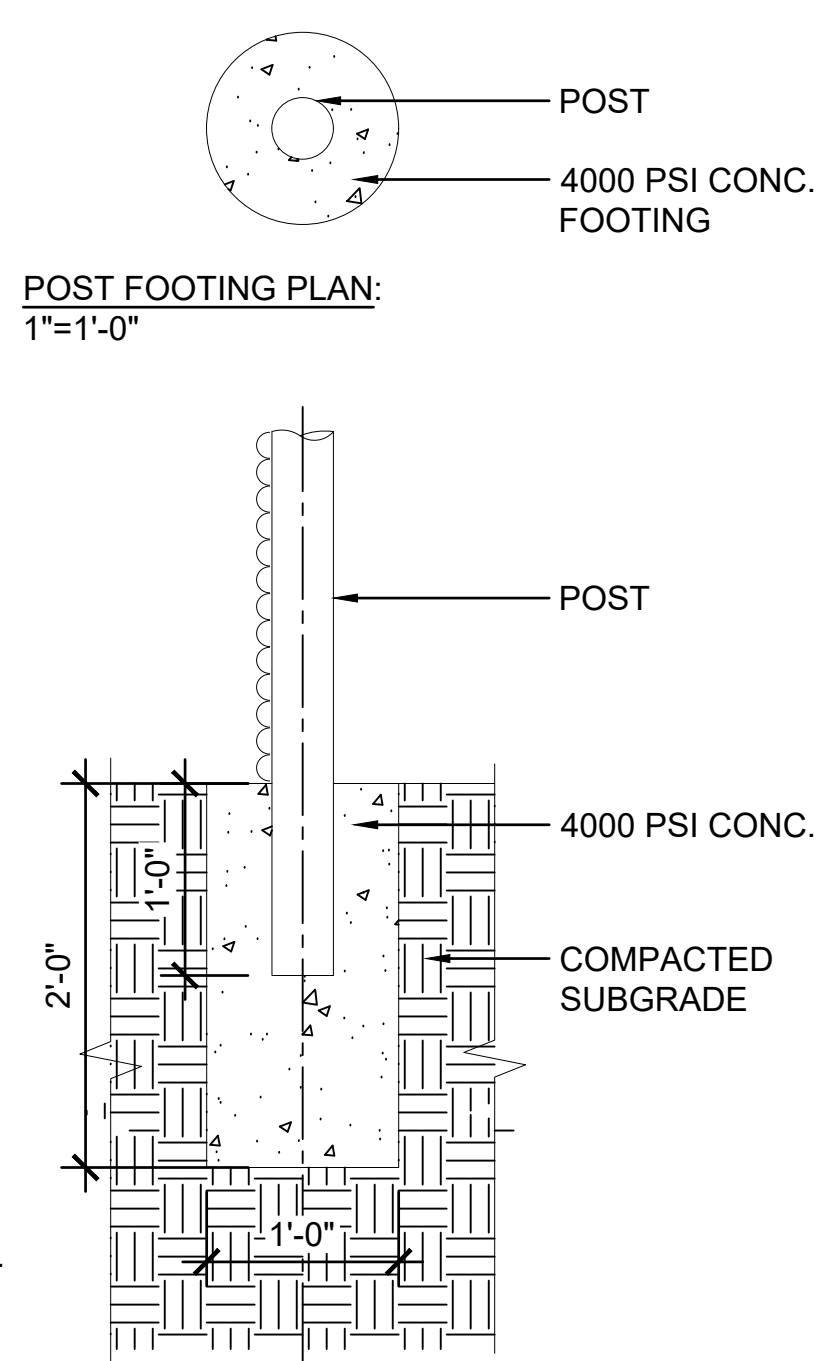


NOTES:

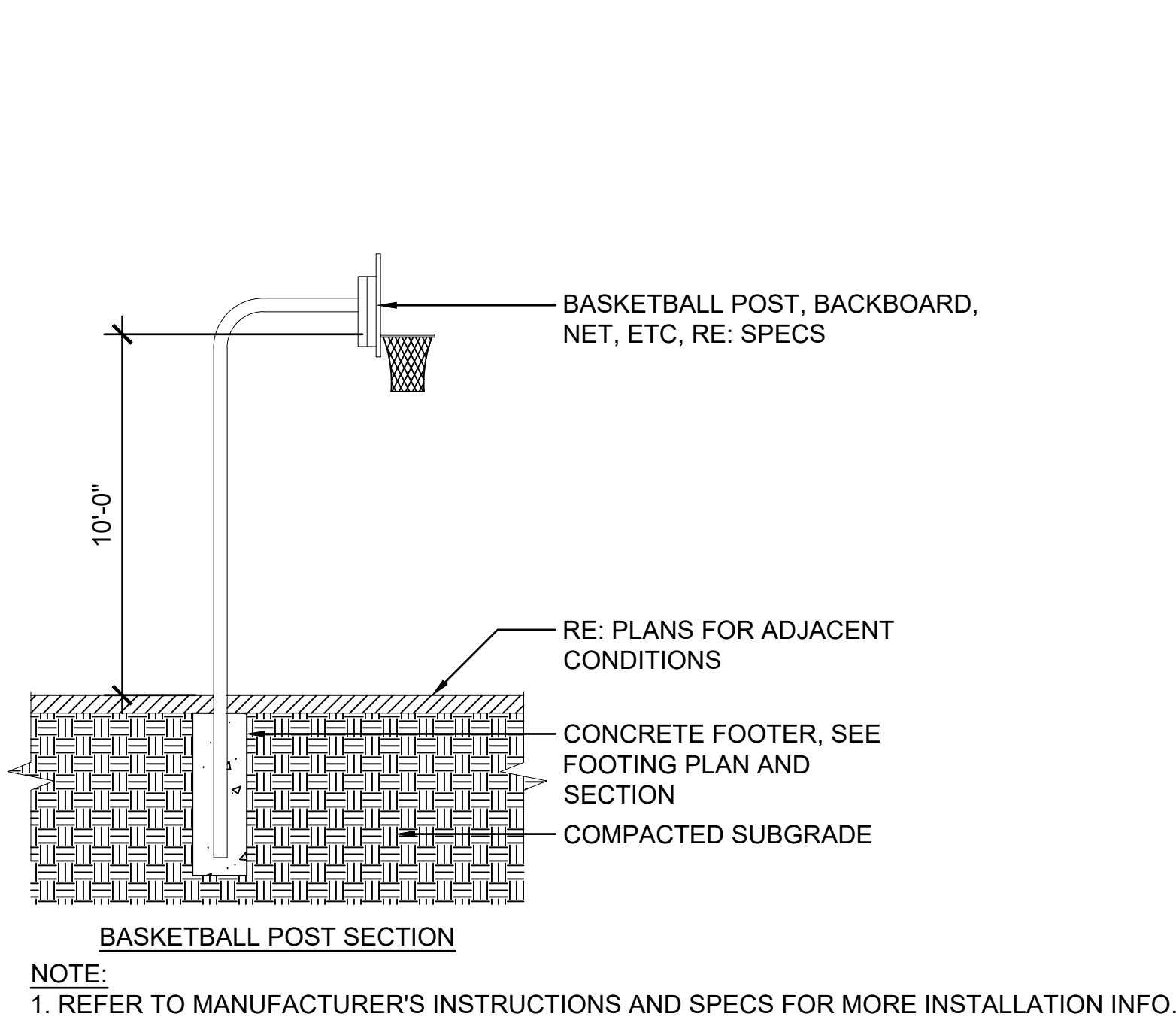
1. INTERMEDIATE POSTS: 8' O.C. (OR EQUAL SECTIONS)
2. POSTS: 2-7/8" O.D., SCH. 40 GALV. HOT DIP GALVANIZED COATING FOR ALL POSTS.
3. RAILS: NEW RAILS TO BE 1-5/8" O.D., SCH. 40 GALV. HOT DIP GALVANIZED COATING.
4. FABRIC: ALL SECTION(S)=2" #9 GA. GALVANIZED CLASS 2 CHAIN LINK MESH.
5. FENCE TIES TO BE GALV FINISH.
6. KNUCKLE SELVAGE BOTH TOP AND BOTTOM OF ALL CHAIN LINK FABRIC.
7. REFER TO SPECS FOR ADDITIONAL INFORMATION.

03 8'H CHAIN LINK FENCE AND FOOTING

SCALE: 1/2"=1'-0"



POST FOOTING SECTION:
1"=1'-0"

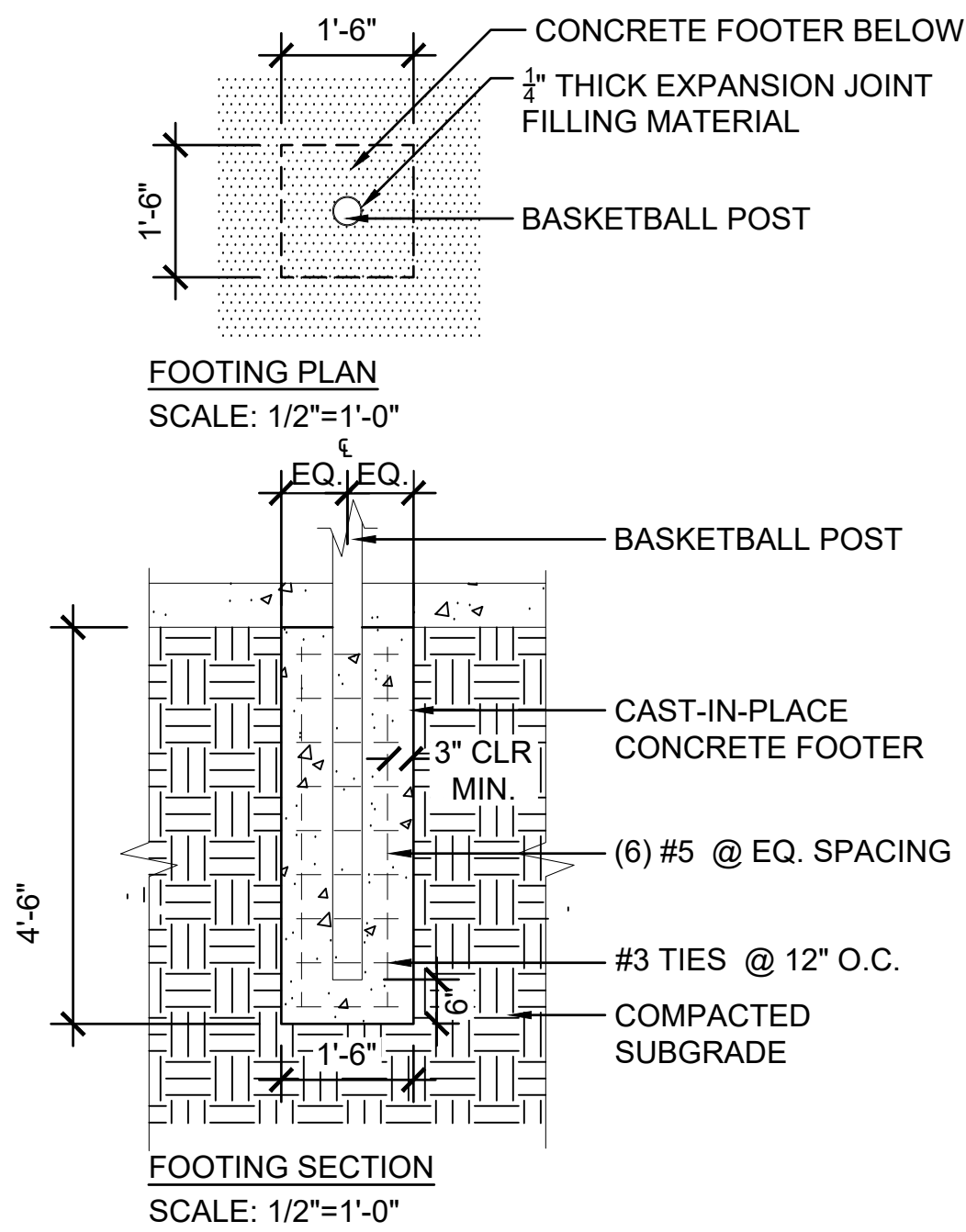


NOTE:

1. REFER TO MANUFACTURER'S INSTRUCTIONS AND SPECS FOR MORE INSTALLATION INFO.

04 BASKETBALL GOAL AND FOOTING

SCALE: 1/2"=1'-0"



FOOTING PLAN
SCALE: 1/2"=1'-0"

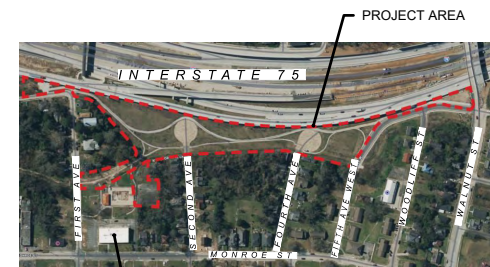
FOOTING SECTION
SCALE: 1/2"=1'-0"

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KEY PLAN:



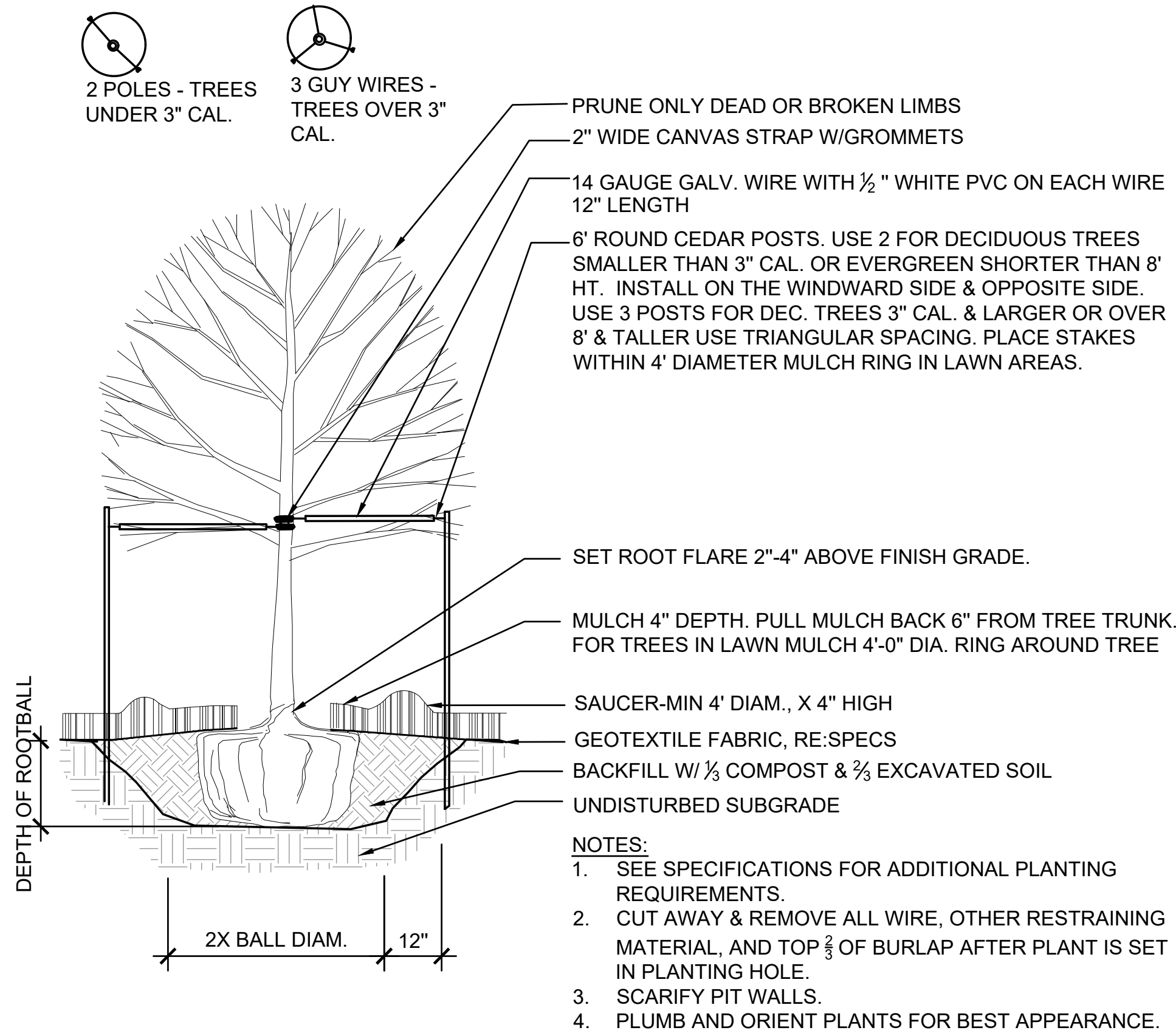
REVISIONS:		DESCRIPTION
#	DATE	

DATE: OCTOBER 4, 2024

BASKETBALL COURT
DETAILS

SHEET:

L3.2



01 TREE PLANTING

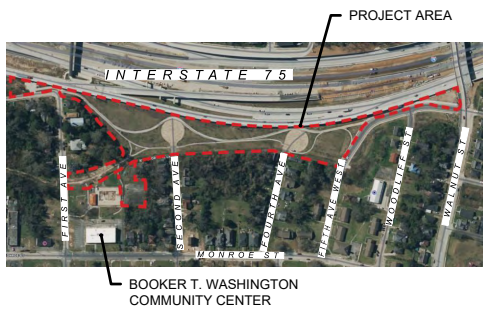
SCALE: 1/2"=1'-0"

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LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



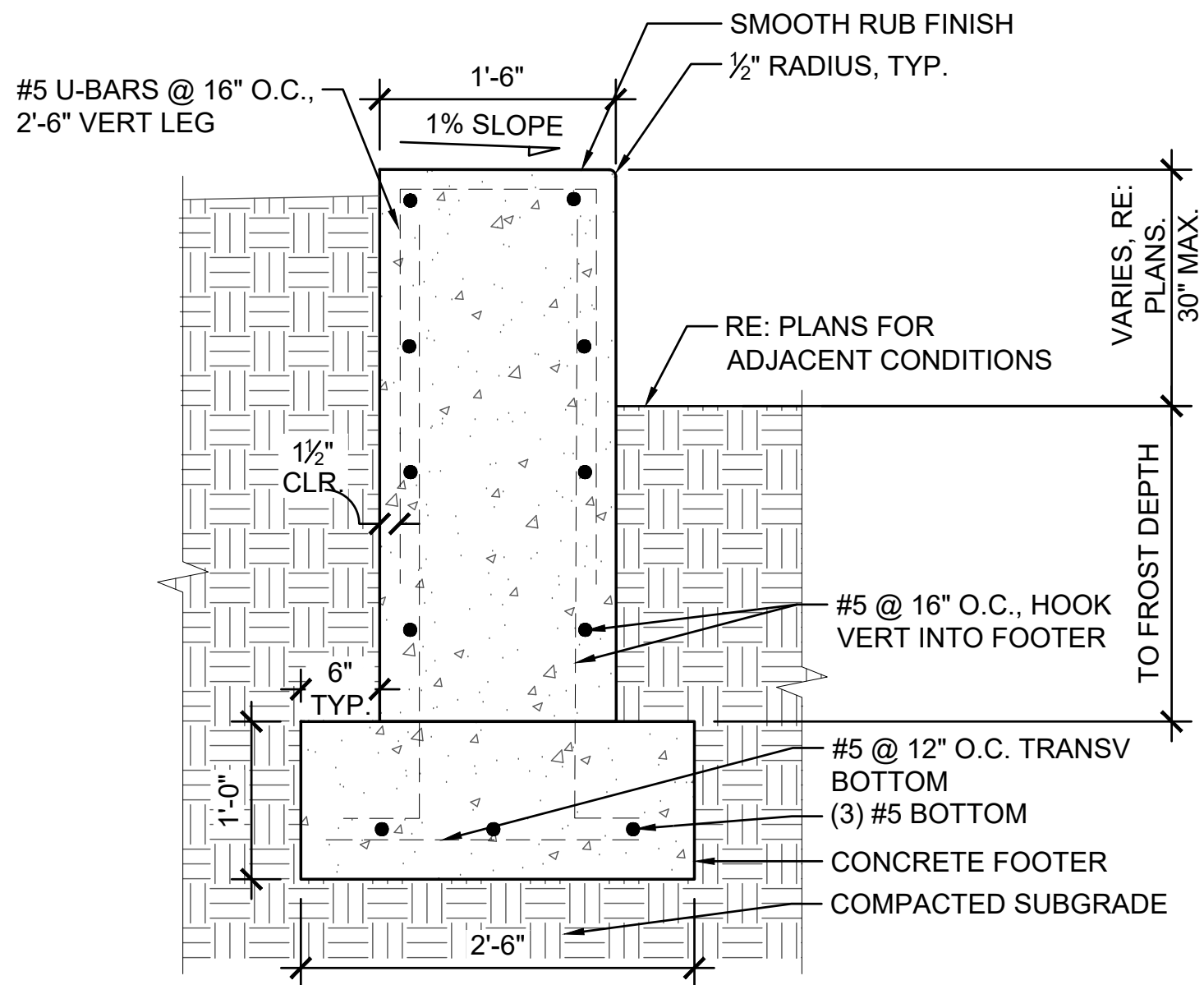
REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

PLANTING DETAILS

SHEET:

L3.3



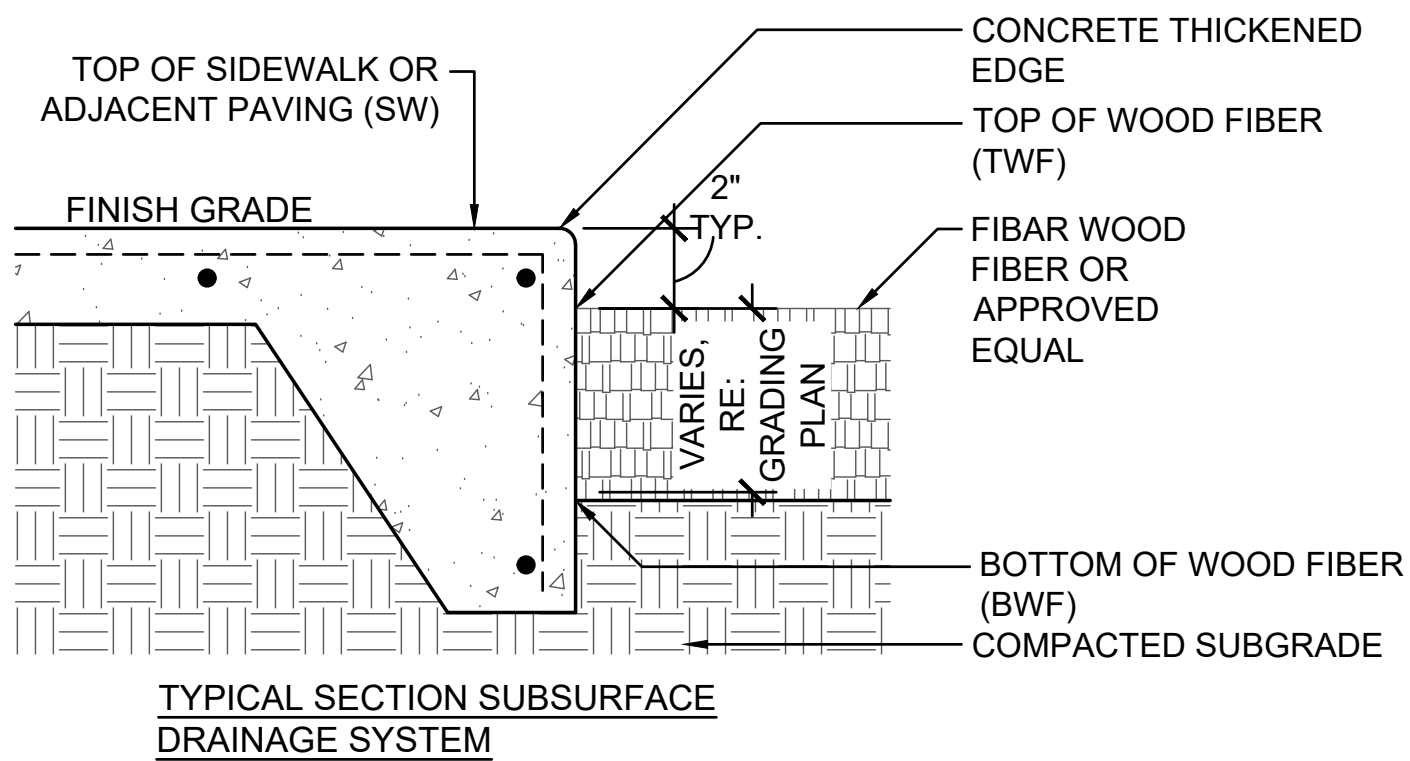
SECTION

NOTES:

1. REFERENCE GRADING PLAN FOR TOP OF WALL ELEVATIONS. CONTRACTOR SHALL VERIFY WALL ELEVATIONS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. SUBMIT SHOP DRAWINGS DEMONSTRATING PREFERRED CONSTRUCTION METHOD, REINFORCING, AND JOINTING FOR APPROVAL PRIOR TO BEGINNING WORK.
3. ALL VERTICAL AND HORIZONTAL EDGES OF CONCRETE TO INCLUDE 1/2" CHAMFER IF NOT OTHERWISE NOTED.

01 TERRACED CONCRETE SEATWALLS - ALTERNATE

SCALE: 1"=1'-0"

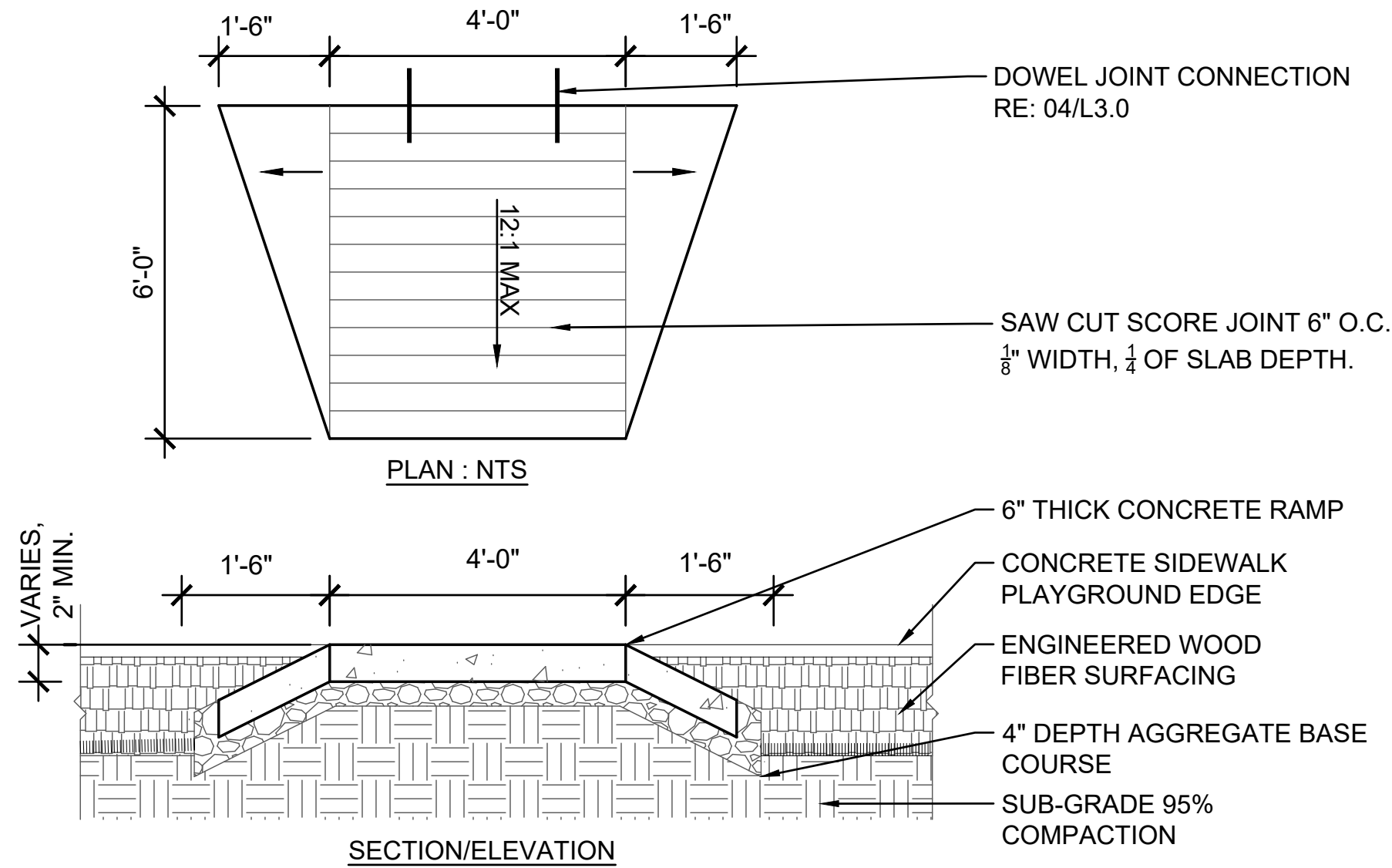


NOTES:

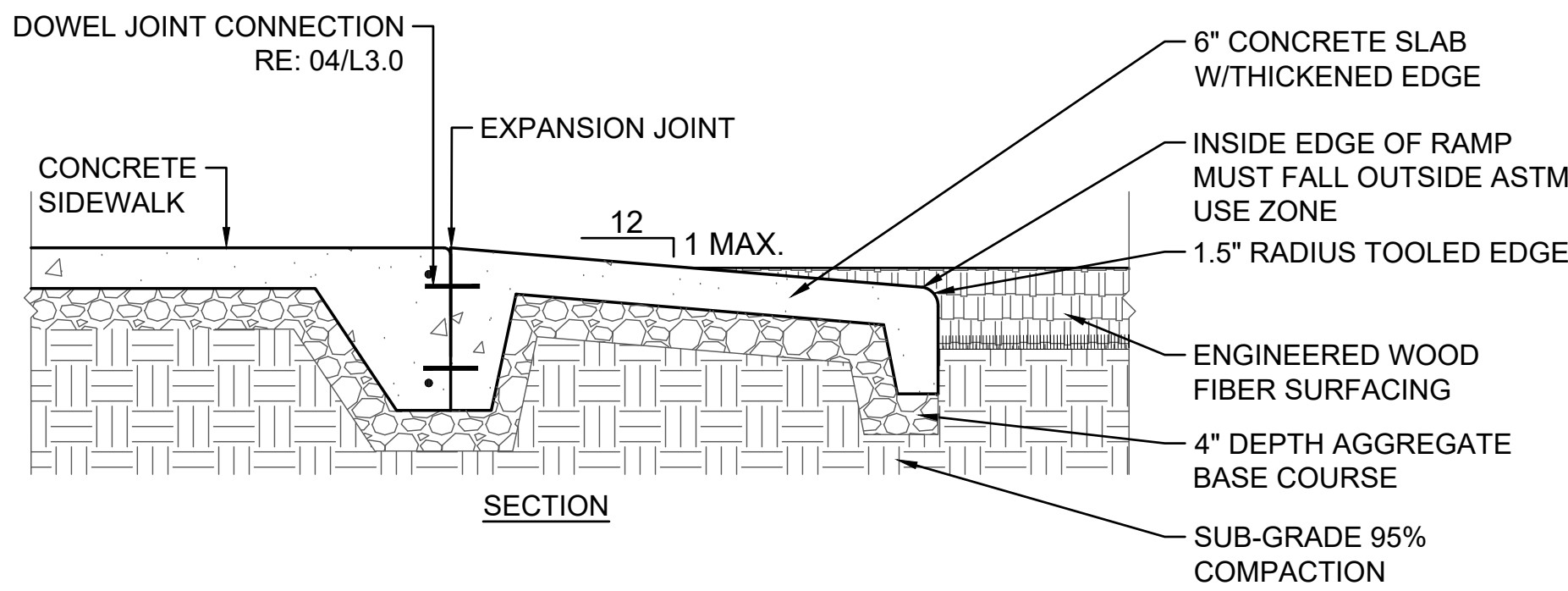
1. ENGINEERED WOOD FIBER BY FIBAR OR APPROVED EQUAL WITH 4" FIBER AFTER COMPACTION.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
3. CONTRACTORS MUST OBTAIN A LICENSE FROM FIBAR, INC. PRIOR TO CONSTRUCTION.

04 MUSIC PLAY AREA WOOD FIBER AND DRAIN- ALTERNATE

SCALE: 1"=1'-0"



SECTION/ELEVATION



SECTION

02 MUSIC PLAY AREA RAMP - ALTERNATE

SCALE: 1/2"=1'-0"



Melody Chimes

NOTE: MELODY CHIMES BY PLAY TIME OR APPROVED EQUAL INCLUDES FOOTINGS PER MANUFACTURER RECOMMENDATIONS

05 MELODY CHIMES - ALTERNATE

SCALE: NTS



03 HARMONIC CHIMES SET OF 3 - ALTERNATE

SCALE: NTS

NOTE: HARMONIC CHIMES BY PLAY TIME OR APPROVED EQUAL INCLUDES FOOTINGS PER MANUFACTURER RECOMMENDATIONS



Drum Circle

NOTE: DRUM CIRCLE BY PLAY TIME OR APPROVED EQUAL INCLUDES FOOTINGS PER MANUFACTURER RECOMMENDATIONS

06 DRUM CIRCLE - ALTERNATE

SCALE: NTS

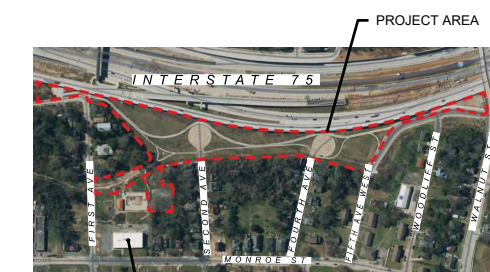
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MACON, GA
31201



KEY PLAN:



REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ALTERNATE DETAILS

SHEET:

L3.4

PROJECT INFORMATION:
LAND LOT 200, 13TH LAND DISTRICT, MACON-BIBB COUNTY, GA
PARCEL NUMBER: Q073-0866
TOTAL PROPERTY AREA: 5.35 ACRES
PROPERTY ADDRESS: 1494 2ND AVENUE
DISTURBED AREA = 1.6 ACRES
PRE DEVELOPED IMPERVIOUS = 2.14 ACRES
POST DEVELOPED IMPERVIOUS = 2.44 ACRES

RECEIVING WATERS FOR THIS PROJECT: THIS PROPERTY FLOWS DIRECTLY INTO VINEVILLE BRANCH. VINEVILLE BRANCH IS NOT AN IMPAIRED STREAM ACCORDING TO EPD'S WEBSITE.

OWNER / DEVELOPER:
PARKS AND BEAUTIFICATION
327 LOWER POPLAR STREET
MACON, GA 31201
CONTACT: MICHAEL GLISSON
PHONE: (478) 954-5063

DESIGNER:
CUNNINGHAM & COMPANY ENGINEERS
435 SECOND STREET, SUITE 201
MACON, GA 31201
CLEVE CUNNINGHAM (P.E. # 20508)
478-808-9005

PROJECT DESCRIPTION:
THIS SITE IS CURRENTLY DEVELOPED AS A RESIDENTIAL PARK. SITE DOES NOT CONTAIN EXISTING BUILDINGS BUT DOES CONTAIN EXISTING SIDEWALK AND PAVING. PROPOSED IMPROVEMENTS TO THE SITE WILL CONSIST OF DEMOLISING THE EXISTING BASKETBALL COURT AND CONSTRUCTION NEW BASKETBALL COURT, INSTALLING NEW CONCRETE PADS FOR PAVILIONS, INSTALLING NEW PLAYGROUND, AND CONSTRUCTING NEW 10' WIDE BICYCLE PATH.

TWO (2) PROPOSED ENHANCE SWALES WILL PROVIDE WATER QUALITY TREATMENT.

BOUNDARY & TOPOGRAPHIC SURVEYS BY SURVEY AND MAPPING, LLC (SAM)
COORDINATES GIVEN ARE GEORGIA STATE PLANE, WEST ZONE.
ELEVATIONS ARE BASED ON NAVD83 DATUM

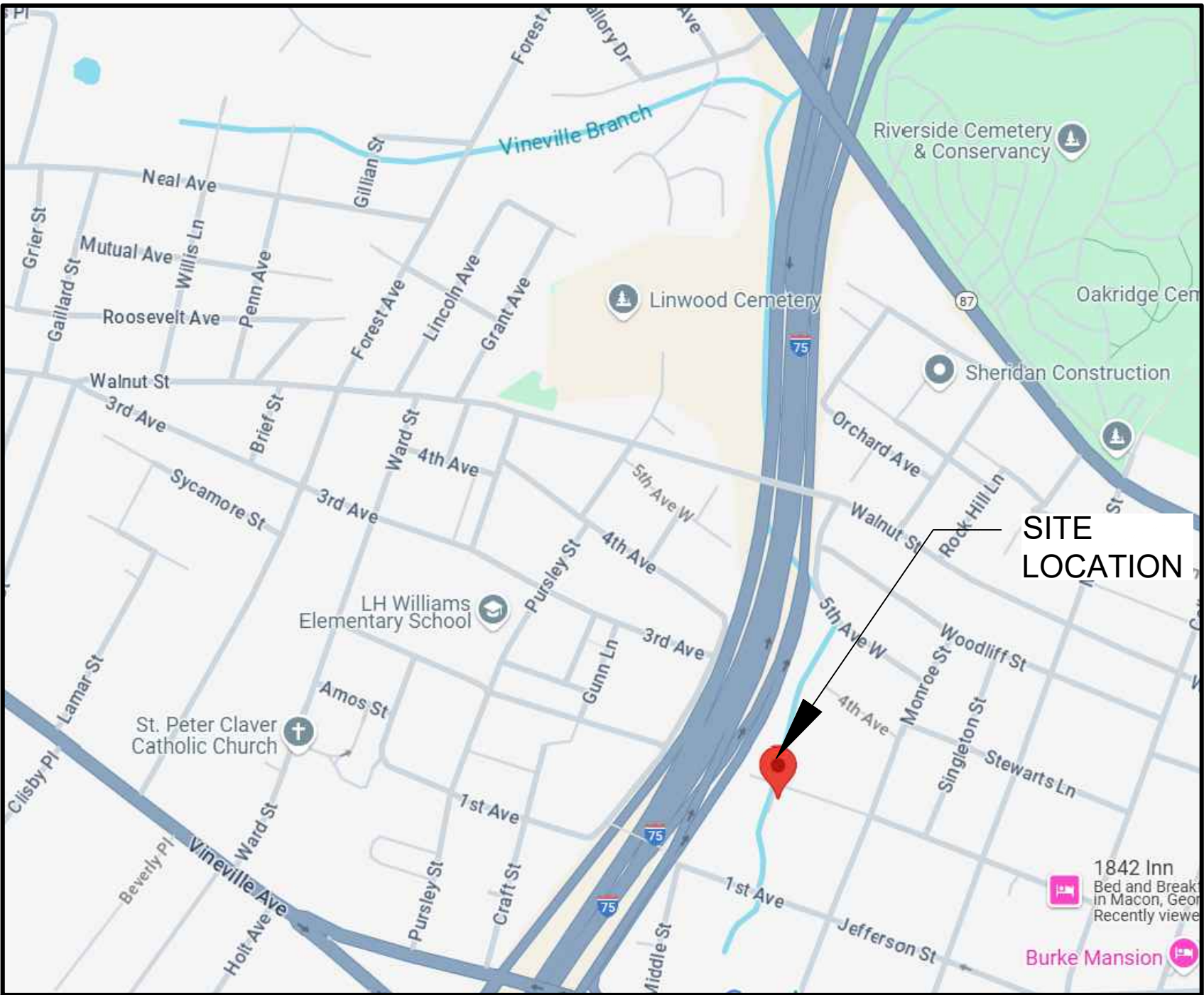
IRRIGATION WATER AND SEWER QUANTITIES		
PRIVATE		
1 1/2" WATER SERVICE :	± 1,716 LF	
1 1/2" RPZ BF PREVENTER:	1 EA	

ENGINEER'S STATEMENT
THE DESIGN SUBMITTAL INCLUDES REQUIREMENTS OF THE BEST MANAGEMENT PRACTICES AS SET FORTH IN THE GSMM AND AS REQUIRED BY THE LOCAL ORDINANCE.

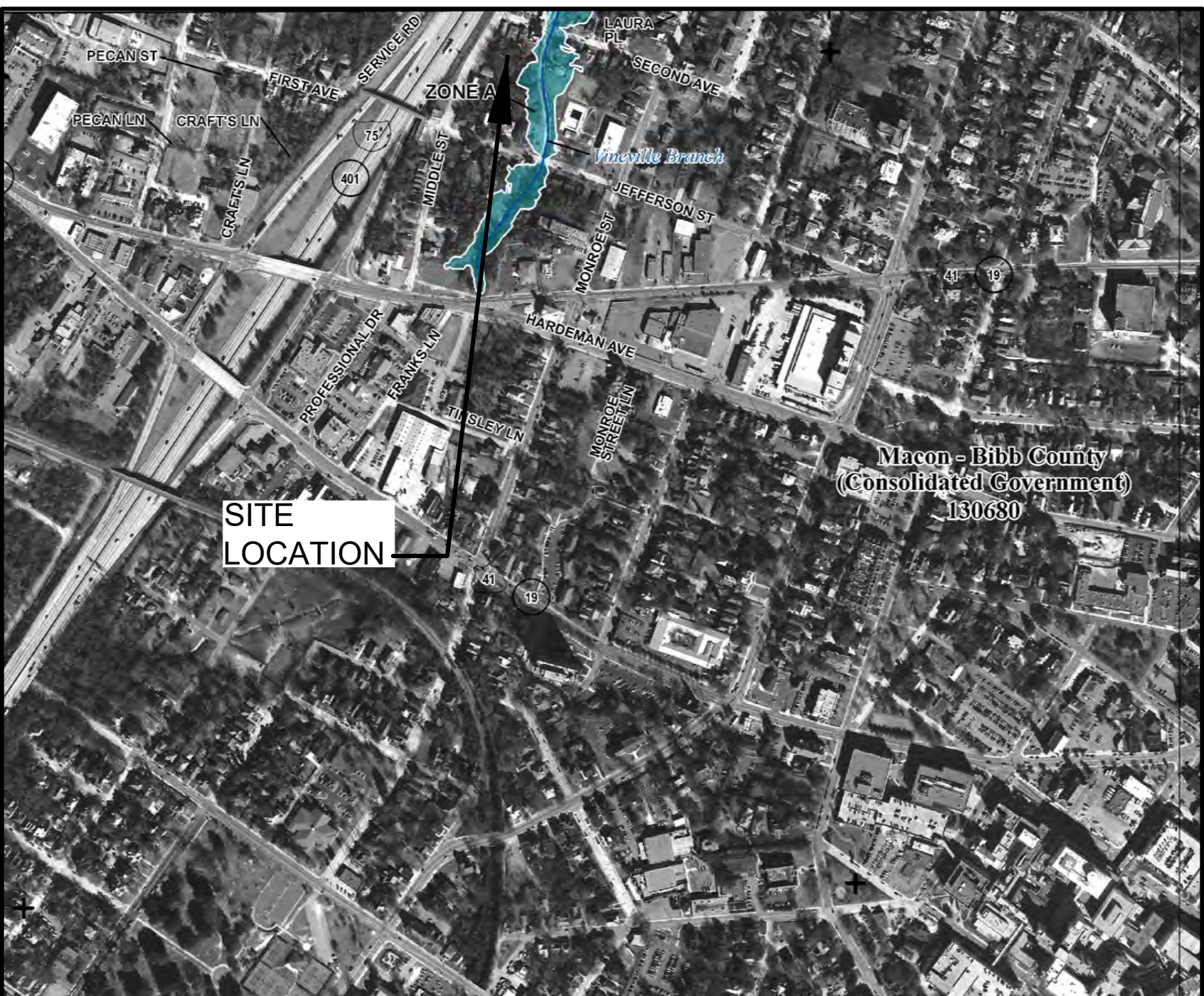
STORMWATER QUALITY STATEMENT
THE DESIGN SUBMITTAL PACKAGE INCLUDES STORMWATER QUALITY TREATMENT, DESIGNED TO TREAT THE IMPERVIOUS STORMWATER RUNOFF RESULTING FROM A RAINFALL DEPTH OF 1.2" AND TO REDUCED AVERAGE ANNUAL POST-DEVELOPMENT TOTAL SUSPENDED SOLID LOADING BY 80%.

DOWN STREAM ANALYSIS STATEMENT
DOWNSTREAM HYDROLOGIC ANALYSIS IS DETERMINED TO HAVE NO IMPACT ON DOWNSTREAM CONDITIONS BASED UPON THE POST DEVELOPMENT RUNOFF.

HYDROLOGY CERTIFICATION STATEMENT
I, CLEVE CUNNINGHAM, P.E. A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF GEORGIA, HERE BY CERTIFY THAT THE GRADING AND DRAINAGE PLANS FOR THE PROJECT LOCATED AT 1494 2nd AVE, MACON GA, FOR PROPOSED LINEAR PARK IMPROVEMENTS HAVE BEEN PREPARED UNDER MY SUPERVISION, AND STATE THAT IN MY OPINION, THE CONSTRUCTION OF THE SAID PROJECT WILL NOT PRODUCED STORM DRAINAGE CONDITIONS THAT WILL CAUSE OR ADVERSELY AFFECT THE SURROUNDING AND DOWNSTREAM PROPERTIES.



LOCATION MAP N.T.S.



BIBB COUNTY FEMA MAP N.T.S.

CONSTRUCTION PLANS

LINEAR PARK IMPROVEMENTS

1494 2ND AVENUE

MACON-BIBB COUNTY, GEORGIA

FOR

PARKS AND BEAUTIFICATION

OWNER / PRIMARY PERMITTEE

PARKS AND BEAUTIFICATION
327 LOWER POPLAR ST.
MACON, GA. 31201
PHONE: (478) 954-5063
EMAIL: mglisson@maconbibb.us

24 HR CONTACT

MICHAEL GLISSON
PHONE: (478) 954-5063
EMAIL: mglisson@maconbibb.us

CONSTRUCTION EXIT
GPS LOCATION
N 32.84343
W -83.64277

NOTE:
ALL PROPOSED UTILITIES BEYOND
PROPOSED METER ARE PRIVATE.

FLOOD HAZARD NOTE:
ACCORDING TO FLOOD PANEL 13021C0134G, REVISED ON 06/07/2017, THIS PROPERTY DOES CONTAIN 100 YEAR FLOODPLAIN.

STATE WATERS NOTE: THERE ARE STREAM BUFFERS LOCATED ON THIS PROPERTY AND WITHIN 200 FEET OF THIS PROPERTY (SEE SITE PLANS). THE LAND OWNER HAS BEEN ADVISED THAT LAND DISTURBANCE OF STATE BUFFERS SHALL NOT OCCUR UNLESS THE APPROPRIATE VARIANCE HAS BEEN OBTAINED.

WETLANDS NOTE:
THIS SITE DOES NOT CONTAIN WETLANDS.

NOTES:
1) NOTIFY THE FOLLOWING AGENCIES 24 HOURS IN ADVANCE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
A. MACON WATER AUTHORITY.
B. BIBB COUNTY

CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS AND THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).

IN THE CASE OF CONFLICTS OR DISCREPANCIES, CONTRACTOR SHALL DISCUSS WITH THE ENGINEER BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE DRAWINGS.

MWA STANDARD NOTES:

- THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INVESTIGATION / INSPECTION / REHABILITATION AND LOCATION OF ALL WATER SERVICE(S) INCLUDING METER BOX(S) & SEWER STUB OUT PRIOR TO THE PREPARATION OF THIS LOT(S). OWNER WILL BE RESPONSIBLE FOR ANY DAMAGES TO ANY WATER SERVICE(S), BOX(S) OR SEWER STUB OUT AT ANY TIME.
- THE OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND ASSOCIATED CONVEYANCE STRUCTURES/PRACTICES (I.E. DETENTION PONDS, PIPES NOT WITHIN PUBLIC RIGHT-OF-WAY, INLETS, OUTLETS, RIPRAP, ETC.) WILL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. THESE FACILITIES AND STRUCTURES SHALL BE KEPT CLEAR OF TRASH, DEBRIS, OR ANY OBSTRUCTIONS THAT WOULD PREVENT PROPER FUNCTION OF THE DRAINAGE SYSTEM."
- OWNER/ENGINEER/DEVELOPER WILL BE RESPONSIBLE FOR VERIFYING ANY ADDITIONAL PERMIT REQUIREMENTS FROM EPD/USACE OR ANY OTHER GOVT. AGENCY.
- FEMA PERMIT FROM MWA WILL BE REQUIRED. OWNER/DEVELOPER WILL BE RESPONSIBLE.
- ALL UTILITY WILL BE ON PRIVATE SIDE - NO ADDITIONAL WATER SERVICE -SEWER TAP REQUIRED.
- ALL THE WORKS WILL BE PERFORM AS PER MWA STANDARD & SPECIFICATION.
- CONTRACTOR SHALL NOTIFY THE MACON WATER AUTHORITY INSPECTIONS DEPARTMENT 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. CALL CHIEF INSPECTOR JOEL HERNDON AT 478-464-5639.
- THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ALL WATER MAINS, INSTALLING ALL FIRE HYDRANTS, EXTENDING ALL SS MAINS & MANHOLES, AND PROVIDING ALL MATERIALS INCLUDING, BUT NOT LIMITED TO: APPURTENANCES & FITTINGS, PIPE, REDUCERS, FIRE HYDRANTS, MANHOLES, VALVES, TAPPING SLEEVE, TEE, BOX, ETC.
- ALL BACKFLOW PREVENTION AND EXTENDING OF WATER SERVICE THROUGH THE PROPERTY WILL BE PERFORMED BY THE OWNER'S CONTRACTOR.
- A "CERTIFIED BACKFLOW PREVENTION TESTER" SHALL TEST THE BACKFLOW PREVENTERS AT THE TIME OF INSTALLATION AND YEARLY THEREAFTER. A COPY OF THE REPORTS MUST BE SUBMITTED TO THE MACON WATER AUTHORITY. ATTN: ADRIENNE ONIBE, VIA EMAIL (BACKFLOW@MACONWATER.ORG). ALL BACKFLOW PREVENTION DEVICES MUST BE INSTALLED AND TESTED WITHIN SEVEN (7) BUSINESS DAYS AFTER METER INSTALLATIONS AND ESTABLISHED USE OF THE METER ACCOUNTS. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN COMPLIANCE CHARGES (\$100.00 PER DAY) AND/OR TERMINATION OF WATER SERVICE.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR SHALL PLACE BLACK PLASTIC BAGS OVER TOP OF ALL OUT-OF-SERVICE FIRE HYDRANTS UNTIL THE HYDRANTS ARE IN SERVICE.

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
C-0.0	COVER
C-1.0	EXISTING CONDITIONS
C-2.0	OVERALL LARGE SCALE VIEW
C-3.0	GRADING AND DRAINAGE PLAN
C-3.0A	GRADING AND DRAINAGE PLAN
C-3.0B	GRADING AND DRAINAGE PLAN
C-3.0C	GRADING AND DRAINAGE PLAN
C-4.0	WATER PLAN
C-5.0	NOTES NOTES
C-5.0A	EROSION & SEDIMENTATION CONTROL NOTES & CHECKLIST
C-5.1	ES&PC PLAN (ALL PHASES)
C-5.2 - C-5.5	ES&PC DETAILS
C-6.0	CONSTRUCTION DETAILS



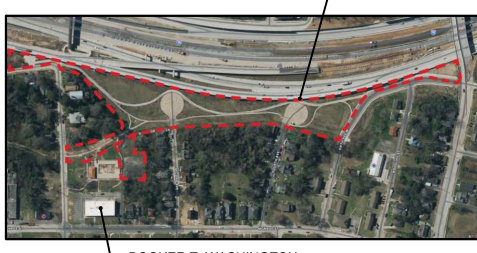
LINEAR PARK IMPROVEMENTS

MACON, GA
31201



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KEY PLAN:



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DESCRIPTION: REVISED AS PER MWA REVIEW

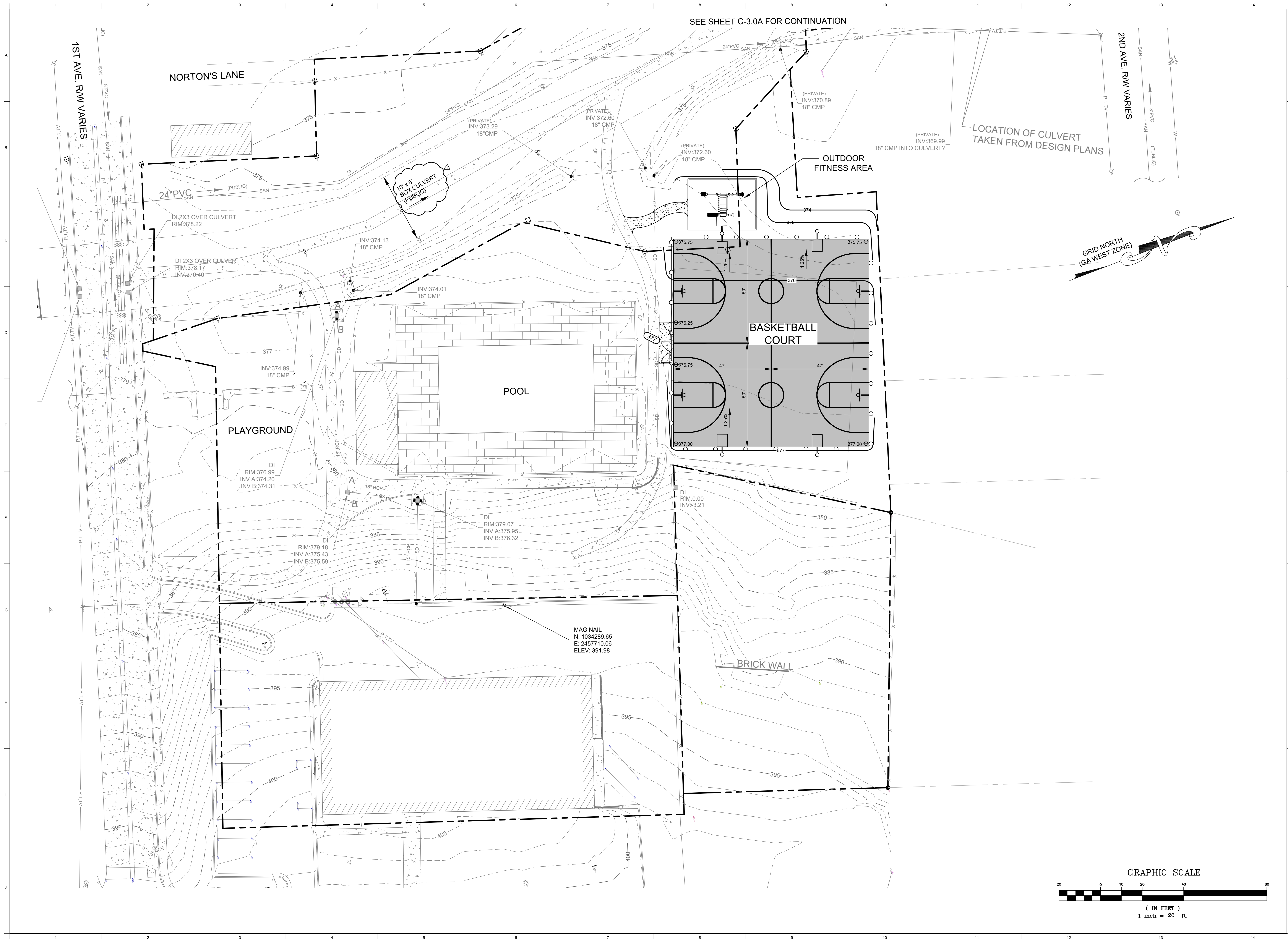
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COVER SHEET

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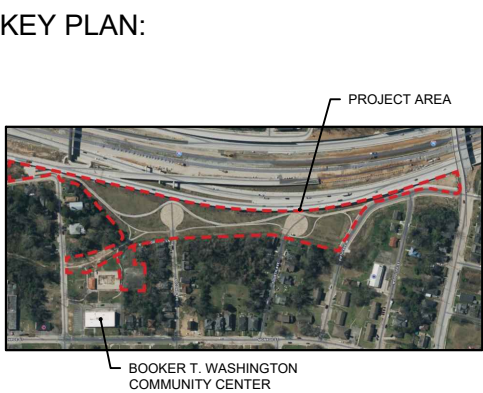
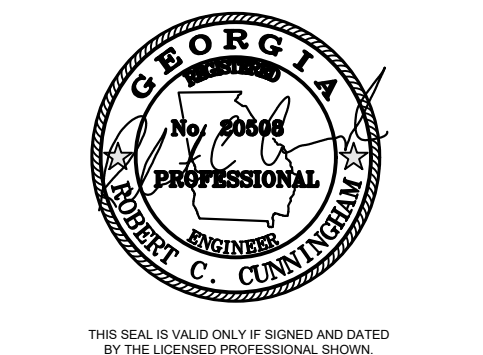
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LINEAR PARK IMPROVEMENTS

MACON, GA
31201



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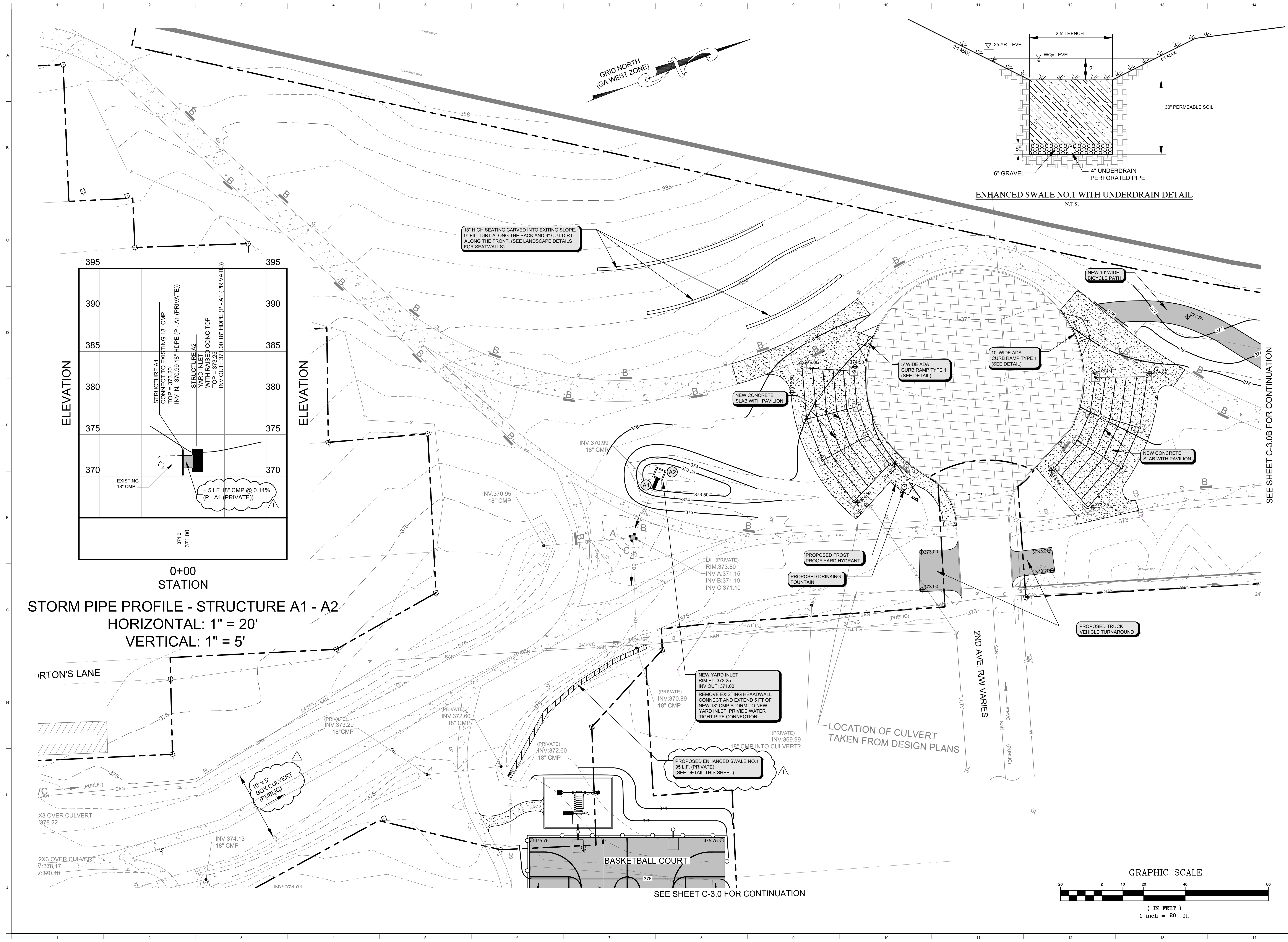
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GRADING AND
DRAINAGE PLAN

SHEET:

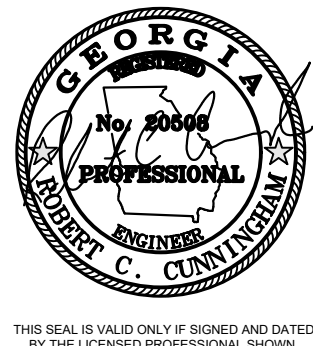
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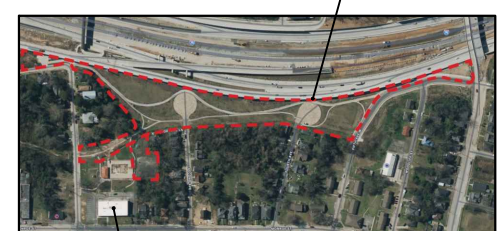


LINEAR PARK IMPROVEMENTS

MACON, GA
31201



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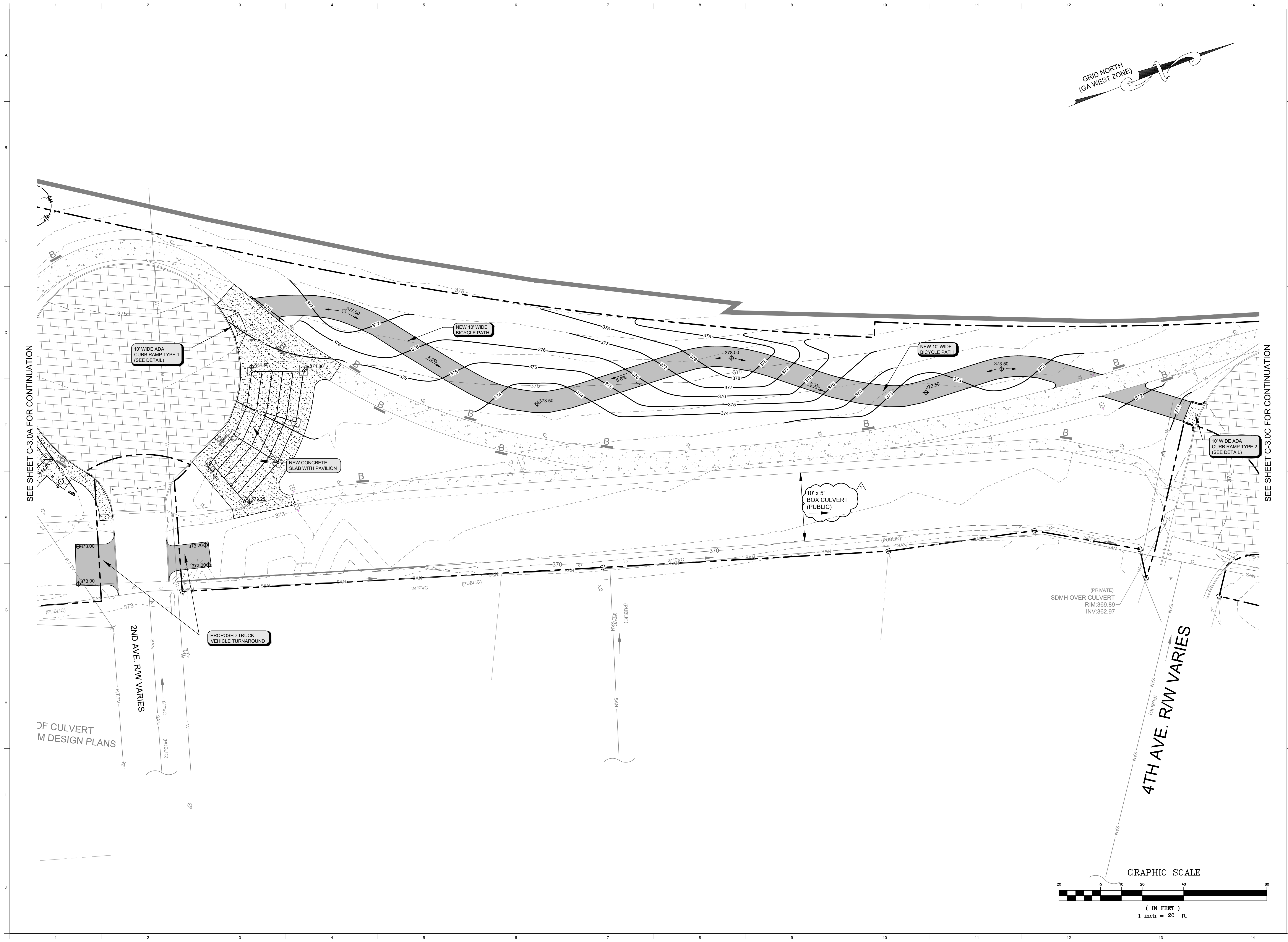
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GRADING AND
DRAINAGE PLAN

SHEET:

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LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



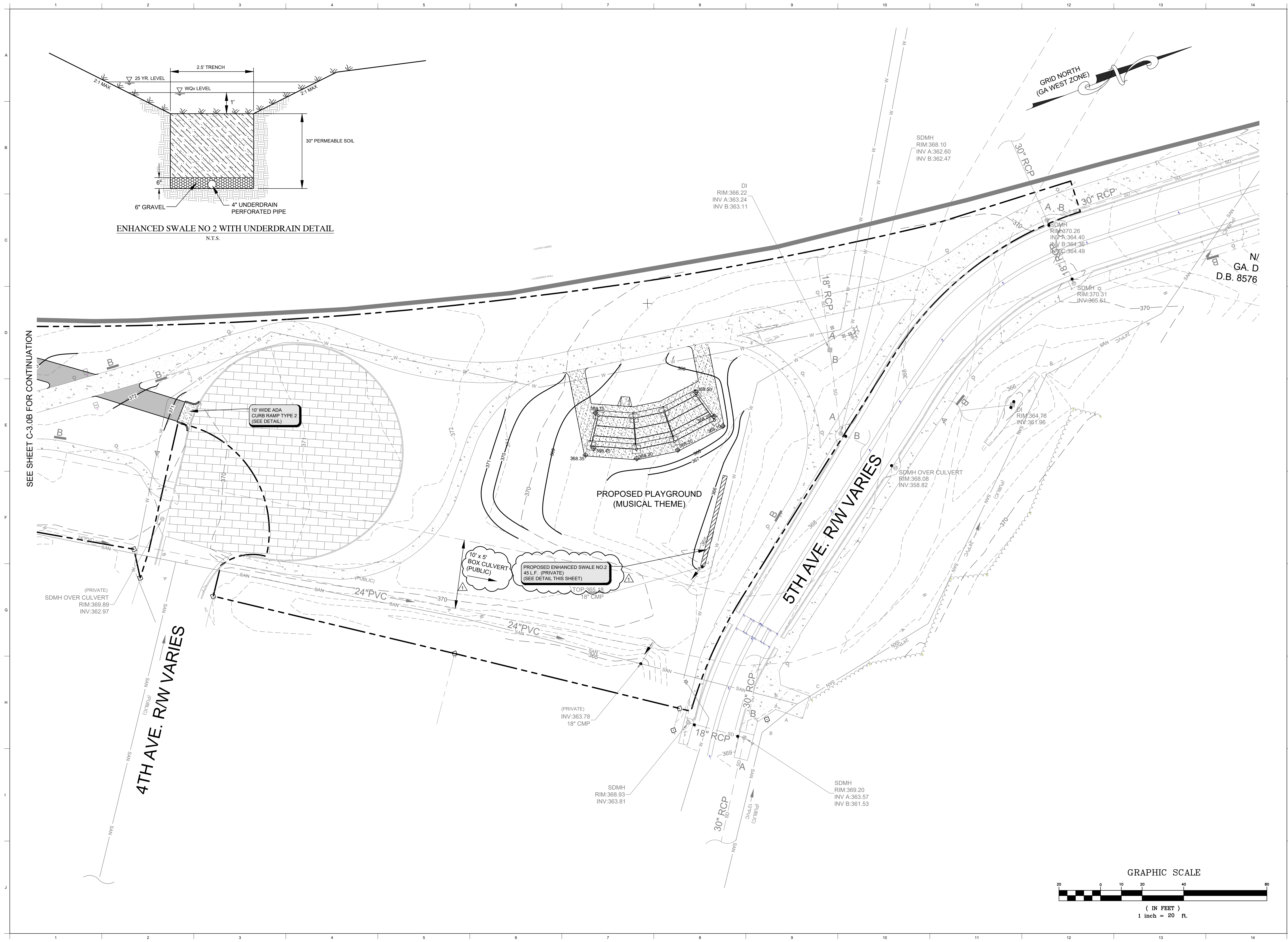
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GRADING AND
DRAINAGE PLAN

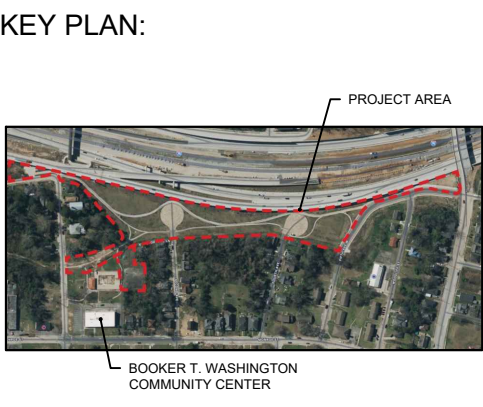
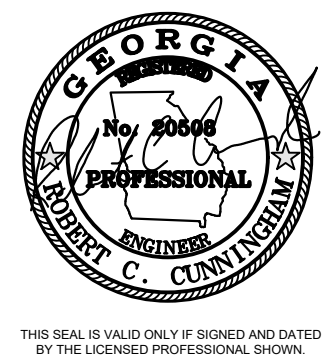
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MACON, GA
31201



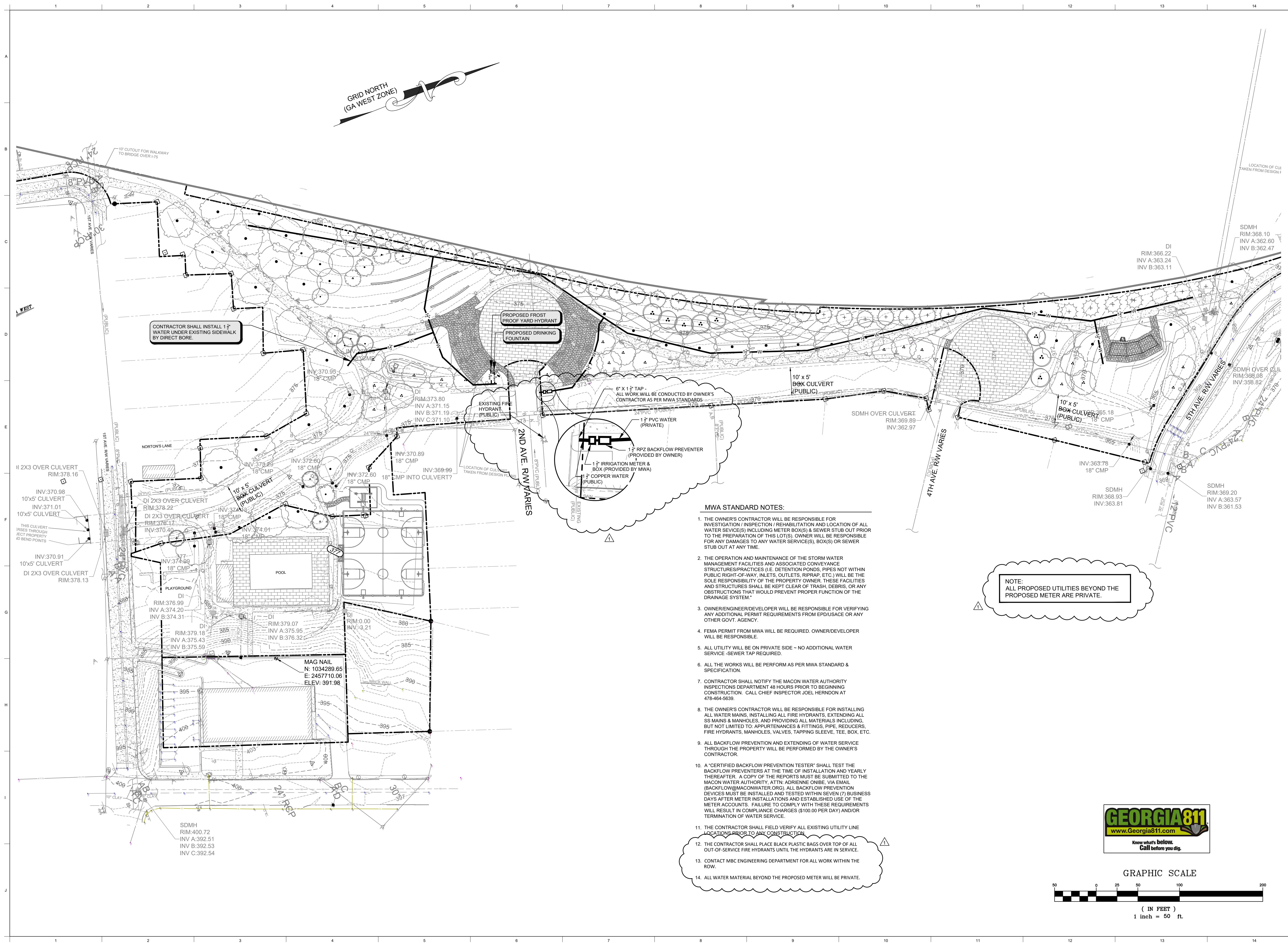
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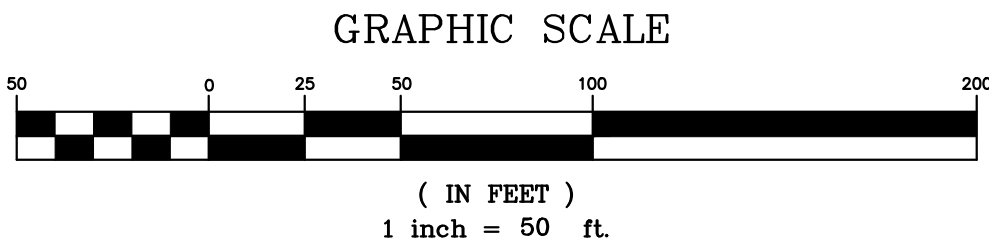
GRADING AND
DRAINAGE PLAN

SHEET:

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 8. THE OWNER'S CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ALL WATER MAINS, INSTALLING ALL FIRE HYDRANTS, EXTENDING ALL SS MAINS & MANHOLES, AND PROVIDING ALL MATERIALS INCLUDING, BUT NOT LIMITED TO: APPURTENANCES & FITTINGS, PIPE, REDUCERS, FIRE HYDRANTS, MANHOLES, VALVES, TAPPING SLEEVE, TEE, BOX, ETC.
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 11. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION.
 12. THE CONTRACTOR SHALL PLACE BLACK PLASTIC BAGS OVER TOP OF ALL OUT-OF-SERVICE FIRE HYDRANTS UNTIL THE HYDRANTS ARE IN SERVICE.
 13. CONTACT MBC ENGINEERING DEPARTMENT FOR ALL WORK WITHIN THE ROW.
 14. ALL WATER MATERIAL BEYOND THE PROPOSED METER WILL BE PRIVATE.



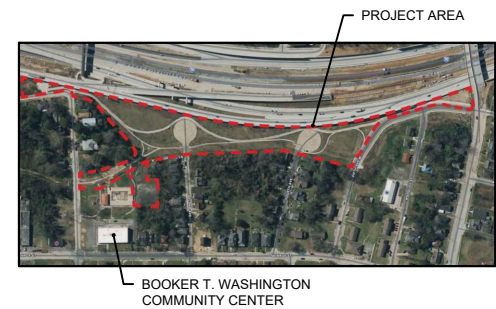
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WATER PLAN

SHEET:

C-4.0

INITIAL PHASE NOTES

PRIOR TO LAND DISTURBANCE ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.

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 COVER IS EXPOSED ONLY IN SMALL QUANTITIES.

THE OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.

A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.

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.

THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.

- 1. THE CONSTRUCTION EXIT SHALL BE PLACED AS SHOWN ON THE PLANS.

- 2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXIT, ALL PERIMETER EROSION CONTROL, AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE INITIAL PHASE EROSION CONTROL PLAN.

- 3. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITY.

WITHIN SEVEN (7) DAYS AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES, THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT 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.

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.

THE CONTRACTOR CAN UTILIZE CLEARING TREES AS BARRIER BRUSH SEDIMENT CONTROL WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.

NO BURN OR BURY PITS SHALL BE BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.

ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, 1993 EDITION.

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 ESTABLISHED WITH TEMPORARY VEGETATION.

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.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MY REQUIRE PERIODIC TOP DRESSING WITH 1" - 3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE PROPER FUNCTIONING.

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 AND IN ACCORDANCE WITH THE APPROVED PLANS.

INTERMEDIATE PHASE NOTES

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF IT'S NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES, AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.

EARTHWORK OPERATIONS IN THE VICINITY OF BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE BUFFER AREAS.

EROSION CONTROL MEASURES 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 DEVICES ACCORDINGLY. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.

THE CONTRACTOR SHALL ESTABLISH BARRIERS AT THE TOP OF ALL SLOPES UNDER CONSTRUCTION . FILL SLOPES SHALL NOT EXCEED 3:1 AND CUT SLOPES SHALL NOT EXCEED 2:1.

STORM DRAIN OUTLET PROTECTION SHALL BE PLACED PLACED AT ALL OUTLET STRUCTURES AS SOON AS THE STRUCTURE IS CONSTRUCTED.

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.

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 DEPTH OF THE BASIN.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED FOR MORE THAN 30 DAYS SHALL BE ESTABLISHED WITH TEMPORARY GRASSING.

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.

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UPON COMPLETION OF THE PROJECT AND RECEIPT OF THE CERTIFICANT OF COMPLETION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED OTHERWISE ON THE PLANS.

EROSION CONTROL REQUIRED STATEMENTS:

- 1. **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.**
- 2. **ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**
- 3. **EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.**
- 4. **THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO WITH LAND-DISTURBING ACTIVITIES.**
- 5. **MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER.**
- 6. **THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMP'S WITHIN 7 DAYS AFTER INSTALLATION.**
- 7. **NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS FROM THE POINT OF WASTED VEGETATION OR WITHIN 26-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.**
- 8. **AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.**
- 9. **WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.**

PETROLEUM STORAGE, SPILLS, AND LEAKS

THESE PLANS EXPRESSLY DELEGATE THE RESPONSIBILITY OF PROPER ON-SITE HAZARDOUS MATERIAL MANAGEMENT TO THE CONTRACTOR. THE CONTRACTOR SHALL AT A MINIMUM PROVIDE AN ACTION PLAN AND KEEP THE NECESSARY MATERIALS ON SITE FOR THE CAPTURE, CLEAN UP, AND DISPOSAL OF ANY PETROLEUM PRODUCT, OR OTHER HAZARDOUS MATERIAL, LEAKS OR SPILLS ASSOCIATED WITH THE SERVICING, REFUELING OR OPERATION OF ANY EQUIPMENT UTILIZED AT THE SITE. A COPY OF THE ACTION PLAN SHALL BE SUBMITTED TO THE PROJECT ENGINEER AND MAINTAINED ON THE PROJECT SITE. ALL PERSONNEL OPERATING OR SERVICING EQUIPMENT SHALL BE FAMILIAR WITH THE ACTION PLAN. THE CONTRACTOR SHALL NOT PARK, REFUEL, OR MAINTAIN EQUIPMENT WITHIN STREAM BUFFERS. IF THE CONTRACTOR ELECTS TO STORE PETROLEUM PRODUCTS ON SITE, THE CONTRACTOR SHALL PREPARE AN ESPCP ADDENDUM THAT ADDRESSES THE ADDITIONAL BMPS NEEDED FOR ONSITE STORAGE AND SPILL PREVENTION FOR PETROLEUM PRODUCTS. THIS PLAN SHALL BE PREPARED BY A CERTIFIED DESIGN PROFESSIONAL AS REQUIRED BY GARI10001 FOR INCLUSION WITH THESE PLANS. THE CONTRACTOR'S ATTENTION IS SPECIFICALLY DIRECTED TO STANDARD SPECIFICATION 107-LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC FOR ADDITIONAL REQUIREMENTS.

EQUIPMENT MAINTENANCE: ENSURE EQUIPMENT IS WORKING PROPERLY AND FREE FROM LEAKS. **MATERIAL STORAGE:** STORE CONTAINERS, DRUMS, AND BAGS AWAY FROM DIRECT TRAFFIC ROUTES, IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, AND IN A MANNER TO PROTECT AGAINST CONTAMINATION OF STORM WATER. **POL SPILLS AND LEAKS:** MINOR SPILLS AND LEAKS FROM CONSTRUCTION EQUIPMENT ARE A SOURCE OF POTENTIAL DISCHARGE. DO NOT USE WATER TO CLEAN UP SPILLS AND DIRT FROM PAVEMENTS. **SPILL KITS:** HAVE A FULL-SERVICE SPILL KIT ON SITE FOR MINOR LEAKS AND DRIPS. SPILLS KITS SHOULD INCLUDE ABSORBENT PADS, SPILL BOOMS, PERSONNEL PROTECTION EQUIPMENT, AND DISPOSAL BAGS. **DRIP PAN USE DURING FUELING:** USE DRIP PANS AND ABSORBENT RAGS WHEN FUELING CONSTRUCTION EQUIQSSENT AND PROVIDING EMERGENCY MAINTENANCE ON EQUIPMENT. ABSORBENTS ARE TO BE HANDLED IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) REGULATIONS. USE DRIP PANS UNDER HEAVY EQUIPMENT LEFT IDLE FOR TWO DRIP PAN USE DURING VEHICLE STORAGE OR MORE CALENDAR DAYS. **VISUAL INSPECTIONS:** VISUALLY INSPECT CONSTRUCTION EQUIPMENT DAILY FOR LEAKS AND SPILLS. **HAZMAT STORAGE:** STORE HAZARDOUS MATERIALS (INCLUDING FUEL) ON SITE IN COVERED AREAS WITH SECONDARY CONTAINMENT (FOR EXAMPLE, FLAMMABLE LOCKER). CONTAINERS/TANKS FOR FUEL (MOGAS/DIESEL) SHOULD HAVE SECONDARY CONTAINMENT THAT MEETS REGULATORY REQUIREMENTS. PROTECTING STORM DRAINS: DO NOT DISPOSE OF WASTE IN A STORM DRAIN (FOR EXAMPLE PAINT, OIL, CONCRETE, ETC.) **VEHICLE OPERATION:** DO NOT OPERATE LEAKING EQUIPMENT. PROVIDE EMERGENCY REPAIR TO PREVENT FURTHER LEAKS.

INSPECTION LETTER REQUIREMENT

FOR STAND ALONE PROJECTS THAT BEGIN CONSTRUCTION ACTIVITY AFTER THE EFFECTIVE DATE OF THIS PERMIT, THE PRIMARY PERMITTEE MUST RETAIN THE DESIGN PROFESSIONAL WHO PREPARED THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, OR AN ALTERNATIVE DESIGN PROFESSIONAL APPROVED BY EPD IN WRITING, TO INSPECT AND CERTIFY THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMP'S WHICH THE DESIGN PROFESSIONAL DESIGNED WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE DESIGN PROFESSIONAL SHALL DETERMINE IF THESE BMP'S 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. PRIOR TO COMMENCING WITH CONSTRUCTION ACTIVITIES AS REQUIRED BY PART III.D.2 OF THIS PERMIT UNLESS WEATHER RELATED SITE CONDITIONS ARE SUCH THAT ADDITIONAL TIME IS REQUIRED.



MAINTENANCE PLAN:

- 1. All erosion and sediment control practices will be checked for stability and operation following every runoff-producing 0.5-inch rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
- 2. Sediment will be removed from the storm drain inlet protection devices when the storage capacity has been approximately 50% filled. Gravel will be cleaned or replaced when the sediment pool no longer drains properly.
- 3. Sediment will be removed from behind the silt fence when it becomes about 0.5 ft deep at the fence. The sediment fence will be repaired as necessary to maintain a barrier.
- 4. Sediment will be removed from the Skimmer Sediment Basin Pond when sediment reaches one-third volume capacity.
- 5. All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.

SEQUENCE OF CONSTRUCTION:

- 1. Obtain Plan Approval from Macon-Bibb County Engineering Department.
- 2. Set up Pre-Construction Conference with the Erosion Control Inspector.
- 3. Install Construction Entrance and Perimeter Silt Fence as detailed on the Erosion Control Plans, C-8.1, Civil Engineer to provide 7-Day Letter.
- 4. Call for on-site inspection by Inspector and Site Design Civil Engineer. When approved, contractor proceeds with the remaining of the site construction project. Provide Complete Land Clearing and Grubbing within Limits of Disturbance Area and associated site demolition work.
- 5. Stockpile and stabilize with mulch any topsoil requirements.
- 6. Perform mass grading for entire site.
- 7. Perform construction activity for the proposed storm drain pipe system.
- 8. Perform construction activity for the proposed sewer laterals and water service lines.
- 9. Finish building construction and asphalt base and paving with final asphalt topped completed after building construction.
- 10. Provide Vegetative Applications for Erosion Plans shown on Sheet C-8.1, C-8.2 and C-8.3.
- 11. Contractor shall daily monitor and maintain all BMP's Structural and Vegetative Practices.
- 12. All Erosion and Sediment Control Practices shall be inspected weekly and after every rainfall event; needed repairs will be made immediately.
- 13. After site is stabilized, contractor shall coordinate with the Erosion Control Inspector regarding removal of temporary erosion control measures.
- 14. Estimated Time of Construction is 6 months.
- 15. Documentation and Maintenance of Inspection Records shall be kept during course of construction.
- 16. All Erosion Control Structures shall be constructed in accordance with the Macon-Bibb County Engineering Best Management Practices and the State of Georgia Erosion and Sediment Control Handbook.

EROSION & SEDIMENT CONTROL PLAN NARRATIVE Design Standards & Requirements

All Erosion Control Measures including Vegetative, Structural, and Maintenance Practices shall conform to the standards set forth in the Macon-Bibb County Engineering Standards and the State of Georgia Erosion and Sediment Control Handbook.

The Purpose of this Report is to provide written narrative and calculated documentation which certify that this Proposed Development Project complies with Bibb County Engineering Standards for Storm Water and Sediment Control.

The Limits of Disturbance for this project is **1.60 Acres**. Within the disturbed area is 0.58 acres of new impervious surface.

The Receiving Waters for this Project is **Vineville Branch**. Vineville Branch is not an impaired stream according to EPD's website.

PROPOSED EROSION & SEDIMENTATION CONTROL BMP'S

Refer to Erosion Control Plan Sheets C-5.1 for all **Structural** and **Vegetative** Practices.

STRUCTURAL PRACTICES:

The following description of BMP Structural Practices will be incorporated with the proposed project.

Temporary Silt Fence (Sd1-S) (SF)

Temporary Silt Fence will be installed as shown on sheet C-5.1.

Temporary Gravel Construction Entrance Exit (CO)

Construction Exit is located at the proposed driveway entrance to the project. Location may be changed to different inlet temporary driveway location based upon contractor truck accessibility. See C-5.1 for construction exit location.

Land Grading

The grading limits for this project will be specific to the proposed construction limits for this project as shown on the Intermediate Erosion Control Plan Sheet C-5.1.

Concrete Washout

Provide concrete washout area on site as shown on the Erosion Control Plans.

Temporary Excavated Inlet Sediment Traps (SD2-Ex)

Over-excavated sediment traps shall be provided on-site for each drainage inlet located within the proposed parking lots.

Storm Outlet Protection (SI-A)

Storm outlet protection is provided for at all outfall storm pipe on this project.

Rip-Rap (Rp)

Rip-Rap Stone shall be placed at the discharge of all storm pipes to allow for storm water erosion protection downstream of concentrated storm water flows.

Geotextile (GE)

Geotextile liners are provided for all Construction Exits and Storm Outlet Protection Discharge locations.

VEGETATIVE PRACTICES:

The following description of BMP Vegetative Practices will be incorporated with the proposed project.

Disturbed Area Stabilization with Temporary & Permanent Vegetation (DS2)(DS3)

Permanent Seeding will be applied to all disturbed areas upon grading completion and stabilized with Permanent Seeding. Application Rate shall conform to Erosion Control Handbook requirements. Sod may be substituted for permanent seeding during Stage 3, Final Stabilization.

Disturbed Area Stabilization with Mulch (DS1)

Mulch shall be applied over all disturbed areas left exposed for a period greater than 14 days. Temporary Seeding may be added with Mulch Application. Application Rate shall conform to the Erosion Control Handbook Requirements.

E & S Maintenance Practices

All **Structural** Practices shall be continuously daily monitored and maintained during the construction permit. Repairs, alterations, and/or modifications shall be made depending upon site conditions. **Any alterations and/or modifications shall require notification of the design professional with Plans Revision update requirements.**

All **Vegetative Practices** shall be monitored and maintained during construction permit. Additional application rates of Mulch, Temporary and/or Permanent Seeding will be required until complete site stabilization is achieved.

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST

SWCD: OCMULGEE RIVER - REGION 5

Project Name: LINEAR PARK IMPROVEMENTS Address: 1494 2ND AVENUE

Local Issuing Authority: MACON WATER AUTHORITY Date on Plans: 09-24-2024

Name & Email of person filling out checklist: NATHAN ADAMS n.adams@landmark-mgt.com

To be Shown on ES&PC PLAN

Page #	Y/N
CS.0A	YES
CS.0	YES
	N/A
COVER	YES
COVER	YES
COVER	YES
COVER	YES
ALL	YES
COVER	YES
COVER	YES
CS.0	YES
CS.0	YES
CS.0A	YES
CS.1	YES
CS.0A	YES
CS.0A	YES
CS.0A	YES
CS.0A	YES
CS.0A	YES
CS.0	YES
CS.0	YES
CS.0	YES
CS.0	YES
CS.0	YES
CS.0	YES
ALL	YES
ALL	YES
	N/A
	N/A
CS.0	YES
CS.0	YES
CS.0	YES
CS.0	YES
CS.0	YES
CS.0	YES
ALL	YES
ALL	YES
	N/A
	N/A
ALL	YES
ALL	YES
CS.1	YES
ALL	YES
CS.1	YES
CS.2	YES
CS.2	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.)

2 Level of 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.)

3 Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the GAEPD District Office. If GAEPD approves the request to disturb 50 acres or more at any one time, the Plan must include at least 4 of the BMP's listed in Appendix 1 of this checklist and the GAEPD approval letter. * (A copy of the written approval by GAEPD must be attached to the plan for the Plan to be reviewed.)

4 The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.

5 Provide the name, address, email address, and phone number of primary permittee.

6 Note total and disturbed acreages of the project or phase under construction.

7 Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees.

8 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.

9 Description of the nature of construction activity and existing site conditions.

10 Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.

11 Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.

12 Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit.

13 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV page 19 of the permit. *

14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMP's within 7 days after installation."

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 wasted vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."

16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required.

17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMP's with a hydraulic component must be certified by the design professional." *

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." *

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."

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."

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."

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 Bofa Impaired Stream Segment must comply with Part III. C. of the permit. Includes the completed Appendix 1 listing all the BMP's that will be used for those areas of the site which discharge to the Impaired Stream Segment. *

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.

24 BMPs for concrete washout of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *

25 Provide BMP's for the remediation of all petroleum spills and leaks.

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. *

27 Description of practices to provide cover for building materials and building products on site. *

28 Description of the practices that will be used to reduce the pollutants in storm water discharges. *

29 Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portion of the site (i.e., initial perimeter and sediment storage BMP's, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).

30 Provide complete requirements of inspections and record keeping by the primary permittee. *

31 Provide complete requirements of Sampling Frequency and Reporting of sampling results. *

32 Provide complete details for Retention of Records as per Part IV F. of the permit. *

33 Description of analytical methods to be used to collect and analyze the samples from each location. *

34 Appendix B rationale for NTU values at all outfall sampling points where applicable. *

35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged. *

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 BMP's, (2) intermediate grading and drainage BMP's, and (3) final BMP's. For construction sites where there will be no mass grading and the initial perimeter control BMP's, intermediate grading and drainage BMP's, and final BMP's are the same, the Plan may combine all of the BMP's into a single phase. *

37 Graphic scale and North arrow.

38 Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:

Map Scale	Ground Slope	Contour Intervals, ft
1 inch = 100ft or larger scale	Flat 0 - 2%	0.5 or 1
	Rolling 2 - 8%	1 or 2
	Steep 8% +	2.5 or 10

39 Use of alternative BMP's whose performance has been documented to be equivalent to or superior to conventional BMP's 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.gswcc.org/georgia.gov.

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. *

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.

42 Delineation of on-site wetlands and all state waters located on and within 200 feet of the project site.

43 Delineation and acreage of contributing drainage basins on the project site.

44 Provide hydrology study and maps of drainage basins for both the pre- and post-developed conditions. *

45 An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.

46 Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.

47 Soil series for the project site and their delineation.

48 The limits of disturbance for each phase of construction.

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 included for structural BMP's and all calculations used by the storage design professional to obtain the required sediment 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.

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.

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.

52 Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of the year that seeding will take place and for the appropriate geographic region of Georgia.

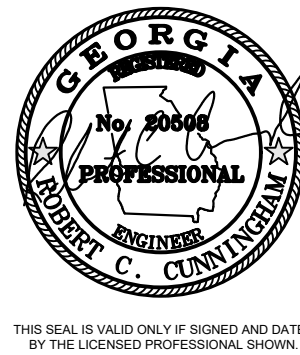
* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.

Effective January 1, 2024



LINEAR PARK IMPROVEMENTS

MACON, GA 31201



KEY PLAN:



REVISIONS:

NO.	DATE	DESCRIPTION
1	10/15/2024	REVISED AS PER MWA REVIEW

DATE: OCTOBER 4, 2024

EROSION NOTES

SHEET:

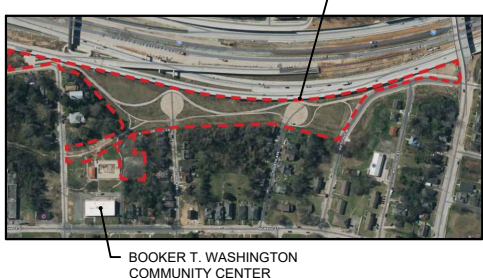
C-5.0A



LINEAR PARK IMPROVEMENTS



KEY PLAN:



REVISIONS:		
#	DATE	DESCRIPTION
1	10/15/24	REVISED AS PER MWA REVIEW

DATE: OCTOBER 4, 2024

ES&PC PLAN
(ALL PHASES)

SHEET:

C-5.1

Ds1 Disturbed Area Stabilization (With Mulching Only)

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, anchored, and have a continuous 90% cover or greater of the soil surface. Maintenance shall be required to 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 an 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).**

SPECIFICATIONS MULCHING WITHOUT SEEDING

This standard applies to grades or cleared areas where seedlings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.

Site Preparation

- 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.

Mulching Materials

- Select one of the following materials and apply at the depth indicated:
- Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is easy application.
 - Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development should remain on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
 - Outback asphalt (slow curing) shall be applied at 1200 gallons per acre (or 1/4 gallon per sq. yd.).
 - Polyethylene film shall be secured over banks or stockpiled soil material for temporary protection. This material can be salvaged and reused.

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.
- Outback asphalt shall be applied uniformly. Care should be taken in areas of pedestrian traffic due to problems of "tracking in" or damage to shoes, clothing, etc.
- 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 with emulsified asphalt (Grade AE-5 or SS-1). The asphalt emulsion shall be sprayed onto the mulch as it is ejected from the machine. Use 100 gallons of emulsified asphalt and 100 gallons of water per ton of mulch. Tackifiers and binders can be substituted for emulsified asphalt. Please refer to specification Tb - Tackifiers and Binders. Plastic mesh or 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 necesNAAy.

Du Dust Control on Disturbed Areas

METHOD 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 standard Tb-Tackifiers and Binders. Resins such as Curasol or Terratack should be used according to manufacturer's recommendations.

Vegetative Cover. See standard 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 standard Tb-Tackifiers and Binders.

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 which 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 treatment.

B. PERMANENT METHODS.

Permanent Vegetation. See standard Ds3-Disturbed Area Stabilization (With Permanent Vegetation). Existing trees and large shrubs may afford valuable protection if left in place.

Topsolling. This entails covering the surface with less erosive soil material. See standard Tp- Topsolling.

Stone. Cover surface with crushed stone or coarse gravel. See standard Cr- Construction Road Stabilization.

Co Construction Exit

CONSTRUCTION SPECIFICATIONS

It is recommended that the entrance area be excavated to a depth of 3 inches and be cleared of all vegetation and roots.

Diversion Ridge

On sites where the grade toward the paved area is greater than 2%, a diversion ridge 6 to 8 inches high with 3:1 side slopes shall be constructed across the foundation approximately 15 feet above the road.

Geotextile

The geotextile underliner must be placed the full length and width of the entrance. Geotextile selection shall be based on AASHTO M288-98 specification:

- For subgrades with a CBR greater than or equal to 3 or shear strength greater than 90 kPa, geotextile must meet requirements of section AASHTO M288-96 Section 7.3, Separation Requirements.
- For subgrades with a CBR between 1 and 3 or shear strength between 30 and 90 kPa, geotextile must meet requirements of section AASHTO M288-96 Section 7.4, Stabilization Requirements.

MAINTENANCE

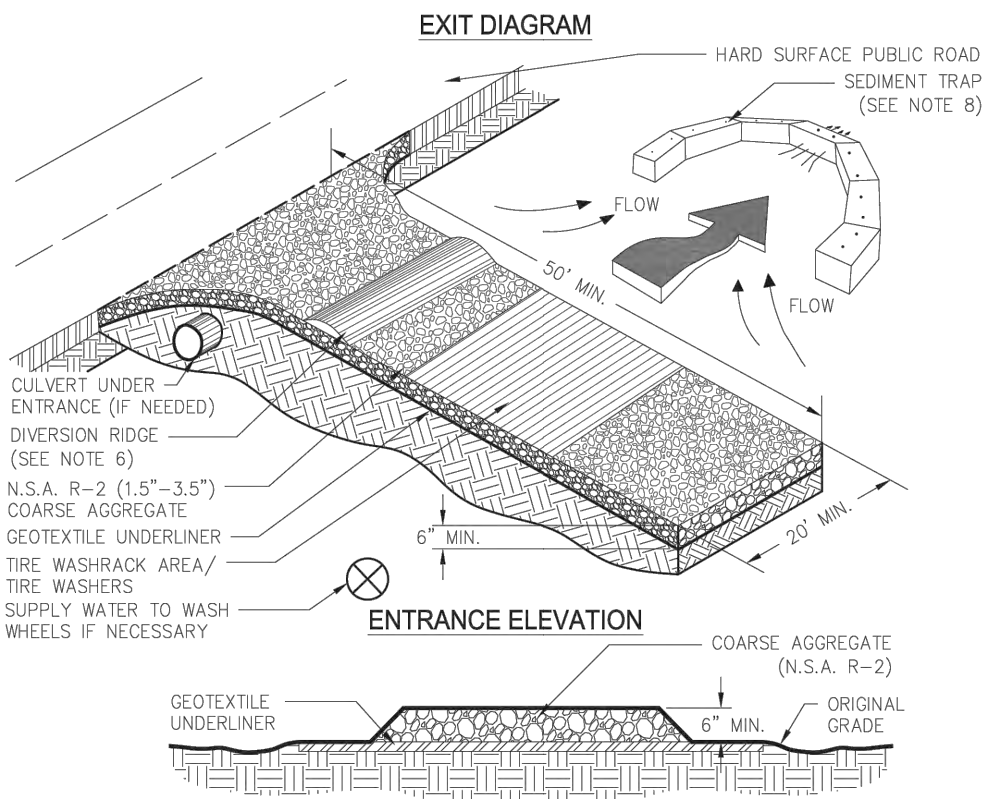
The exit shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

MAINTENANCE

The exit shall be maintained in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled,

dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

CRUSHED STONE CONSTRUCTION EXIT



- NOTES:
- AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 - REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 - AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 - GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 - PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
 - A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 - INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 - 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 (OVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 - 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.
 - 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.

Figure 6-14.1

GSWCC 2016 Edition

6-90

Ds2 Disturbed Area Stabilization (With Temporary Vegetation)

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Temporary grassing, instead of mulch, can be applied to rough graded areas that will be exposed for less than six months. If an area is expected to be undisturbed for longer than six months, permanent perennial vegetation shall be used. If optimum planting conditions for temporary grassing is lacking, mulch can be used as a singular erosion control device for up to six months but it shall be applied at the appropriate depth, anchored, and have a continuous 90% cover or greater of the soil surface. Refer to specification Ds1-Disturbed Area Stabilization (With Temporary Seeding).

CONDITIONS

Temporary vegetative measures should be coordinated with permanent measures to assure economical and effective stabilization. Most types of temporary vegetation are ideal to use as companion crops until the permanent vegetation is established. Note: Some species of temporary vegetation are not appropriate for companion crop plantings because of their potential to out-compete the desired species (e.g. annual ryegrass). Contact NRCS or the local SWCD for more information.

SPECIFICATIONS

Grading and Shaping

Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as closed drains, ditches, dikes, diversions, sediment barriers and others. No shaping or grading is required if slopes can be stabilized by hand-seeded vegetation or if hydraulic seeding equipment is to be used.

Seedbed Preparation

When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or handseeding, seedbed preparation is not required if the soil material is loose and not sealed by rainfall. When soil has been sealed by rainfall or consists of smooth cut slopes, the soil shall be pitted, trenched or otherwise scarified to provide a place for seed to lodge and germinate.

Lime and Fertilizer

Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate of one ton per acre. Graded areas require lime application. Soils can be tested to determine if fertilizer is needed. On reasonably fertile soils or soil material, fertilizer is not required. For soils with very low fertility, 500 to 700 pounds of 10-10-10 fertilizer or the equivalent per acre (12-16 lbs./1000 sq.ft.) shall be applied. Fertilizer should be applied before land preparation and incorporated with a disk, ripper or chisel.

Seeding

Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, drill, culti-packer-seeder, or hydraulic seeder (slurry including seed and fertilizer). Drill or cultipacker seeders should normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand.

Mulching

Temporary vegetation can, in most cases, be established without the use of mulch. Mulch without seeding should be considered for short term protection. Refer to Ds1 - Disturbed Area Stabilization (With Mulching Only).

Irrigation

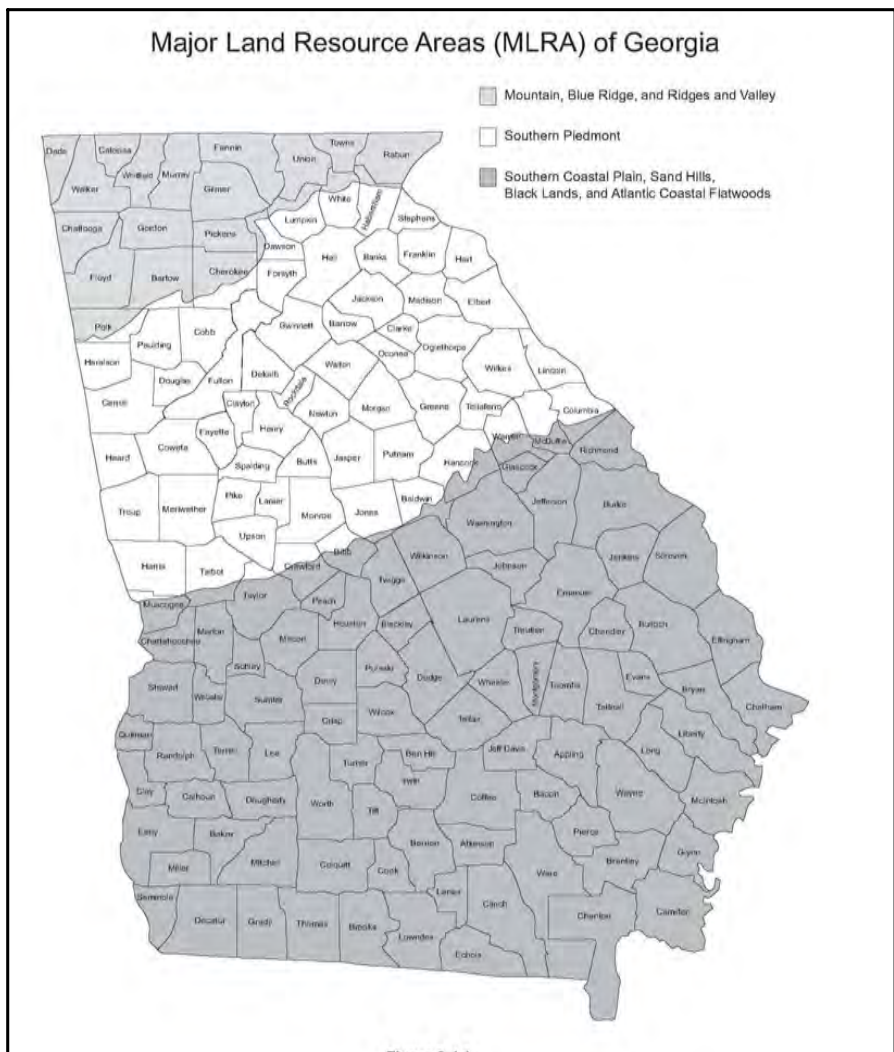
During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.

Table 6-4.1 - Temporary Cover or Companion Crops 1/											
PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS 1/											
Species	Broadcast Rates 2/ (PLS 3/) Per Acre	Resource Areas 4/	Planting Dates by Resource Areas (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Remarks						
BANLEY (Hordeum vulgare)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	14,000 seed per pound. Use on productive soils.						
alone	3 bu. (144 bu.)	C									
in mixture	1/2 bu. (24 bu.)	0.6 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
LESPEDeza ANNUAL (Lepidostachya latifolia)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	200,000 seed per pound. May last for several years. Use on moist (EL).						
alone	40 lbs.	0.9 lb.									
in mixture	10 lbs.	0.2 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
COVEGRASS WEEPING (Eragrostis curvula)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	1,800,000 seed per pound. May last for several years. Mix with Sorghum lepidostachya.						
alone	4 lbs.	0.1 lb.									
in mixture	2 lbs.	0.05 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
MILLET BROWNTOP (Pennisetum polystachyon)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	127,000 seed per pound. Quick dense cover. Will provide too much competition in mixtures if seeded at high rates.						
alone	40 lbs.	0.9 lb.									
in mixture	10 lbs.	0.2 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							

Species	Broadcast Rates 2/ (PLS 3/) Per Acre	Resource Areas 4/	Planting Dates by Resource Areas (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Remarks						
MILLET PEARL (Pennisetum glaucum)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	88,000 seed per pound. Quick dense cover. May need 1/2 bed in height. Not recommended for mixtures.						
alone	50 lbs.	1.1 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
CRS (Avena sativa)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	15,000 seed per pound. Use on productive soils. Not as winterhardy as per seedy.						
alone	4 bu. (128 bu.)	2.9 lb.									
in mixture	1 bu. (32 bu.)	0.7 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
RYE (Secale cereale)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.						
alone	3 bu. (96 bu.)	3.9 lb.									
in mixture	1 bu. (32 bu.)	0.6 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
RYEGRASS ANNUAL (Lolium temulentum)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	227,000 seed per pound. Dense cover. Very competitive and sgd to be used in mixtures.						
alone	40 lbs.	0.9 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
SUDANGRASS (Sorghum sudanense)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	65,000 seed per pound. Good on droughty sites. Not recommended for mixtures.						
alone	60 lbs.	1.4 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							

Table 6-4.1 - Temporary Cover or Companion Crops 1/- continued											
PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS 1/											
Species	Broadcast Rates 2/ (PLS 3/) Per Acre	Resource Areas 4/	Planting Dates by Resource Areas (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)	Remarks						
TRITICALE (X-Triticosecale)		C	J F M A M J J A S O N D	J F M A M J J A S O N D	Use on lower part of Southern Coastal Plain and in Atlantic Coastal Flatwoods only.						
alone	3 bu. (144 bu.)	3.3 lb.									
in mixture	1/2 bu. (24 bu.)	0.6 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							
WHEAT (Triticum aestivum)		M-L P	J F M A M J J A S O N D	J F M A M J J A S O N D	15,000 seed per pound.						
alone	3 bu. (180 bu.)	4.1 lb.									
in mixture	1/2 bu. (30 bu.)	0.7 lb.	J F M A M J J A S O N D	J F M A M J J A S O N D							

1/ Temporary cover crops are very competitive and will crowd out perennials if seeded too heavily.
2/ Reduce seeding rates by 50% when drilled.
3/ PLS is an abbreviation for Plant Live Seed.
4/ M-L represents the Mountain, Blue Ridge, and Ridge and Valley MLRAs
P represents the Southern Piedmont MLRA
C represents Southern Coastal Plain, Sand Hills, Black Lands, and Atlantic Coastal Flatwoods MLRAs
(See Figure 6-4.1, p. 6-40)



Pm Polyacrylamides

PLANNING CONSIDERATIONS

- Anionic PAM is available in emulsions, powders, and gel bars or logs. It is required that other Best Management Practices be used in combination with anionic PAM. The use of seed and mulch for additional erosion protection beyond the life of the anionic PAM is recommended. Repeat application if disturbance occurs to target area. The following are additional recommendations relating to design which may enhance the use of or avoid problems with the practice:
- Use setbacks when applying anionic PAM near natural waterbodies.
 - Consider that decreased performance can occur due to ultra-violet light and time after mixing when applying anionic PAM.
 - In flow concentration channels, the effectiveness of anionic PAM for stabilization decreases.
 - Mulch to protect seed, if seed is applied with anionic PAM.
 - Never add water to PAM, add PAM slowly to water. If water is added to PAM, "globs" can form which can clog dispensers. This signifies incomplete dissolving of the PAM and therefore increases the risk of under-application.
 - NOT ALL POLYMERS ARE PAM.

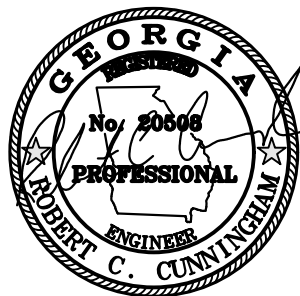
CRITERIA

Application rates shall conform to manufacturer's guidelines for application.

- Only the anionic form of PAM shall be used. Cationic PAM is toxic and shall NOT be used.
- PAM and PAM mixtures shall be environmentally benign, harmless to fish, wildlife, and plants. PAM and PAM mixtures shall be noncombustible.
- Anionic PAM, in pure form, shall have less than or equal to 0.05% acrylamide monomer by weight, as established by the Food and Drug Administration and the Environmental Protection Agency.
- To maintain less than or equal to 0.05% of acrylamide monomer, **the maximum application rate of PAM, in pure form, shall not exceed 200 pounds/acre/year**. Do not over apply PAM. Excessive application of PAM can lower infiltration rate or suspend solids in water, rather than promoting settling.
- Users of anionic PAM shall obtain and follow all Material Safety Data Sheet requirements and manufacturer's recommendations.
- Additives such as fertilizers, solubility promoters or inhibitors, etc. to PAM shall be non-toxic.
- The manufacturer or supplier shall provide written application methods for PAM and PAM mixtures. The application method shall insure uniform coverage to the target and avoid drift to non-target areas including waters of the state. The manufacturer or supplier shall also provide written instructions to insure proper safety, storage, and mixing of the product.
- Gel bars or logs of anionic PAM mixtures may be used in ditch systems. This application shall meet the same testing requirement as anionic PAM emulsions and powders.
- To prevent exceeding the acrylamide monomer limit in the event of a spill, the anionic PAM in pure form shall not exceed 200 pounds/batch at 0.05% acrylamide monomer (AMD) or 400 pounds/batch at 0.025% AMD.

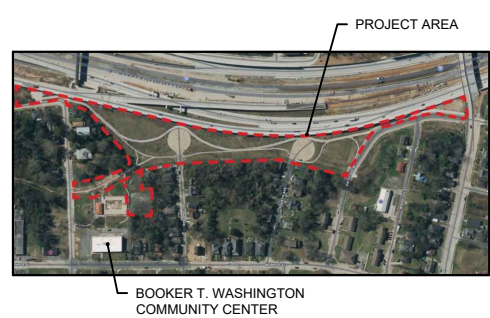
OPERATION AND MAINTENANCE

Maintenance will consist of reapplying anionic PAM to disturbed areas including high use traffic areas which interfere in the performance of this practice.



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



REVISIONS:

#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

C-5.2

Ds3

Disturbed Area Stabilization (With Permanent Vegetation)

REQUIREMENT FOR REGULATORY COMPLIANCE

This practice shall be applied immediately to rough graded areas that will be undisturbed for longer than six months. This practice or sodding shall be applied immediately to all areas at final grade. **Final Stabilization** means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, at least 70% of the soil surface is uniformly covered in permanent vegetation or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been employed. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the region, such that within the growing season a 70% coverage by perennial vegetation shall be achieved. Final stabilization applies to each phase of construction. For linear construction projects on land used for agricultural or silvicultural purposes, final stabilization may be accomplished by stabilizing the disturbed land for its agricultural or silvicultural use. Until this standard is satisfied and permanent control measures and facilities are operational, interim stabilization measures and temporary erosion and sedimentation control measures shall not be removed.

CONDITIONS

Permanent perennial vegetation is used to provide a protective cover for exposed areas including cuts, fills, dams, and other denuded areas.

PLANNING CONSIDERATIONS

- Use conventional planting methods where possible.
- When mixed plantings are done during marginal planting periods, companion crops shall be used.
- No-till planting is effective when planting is done following a summer or winter annual cover crop. Sericea lespedeza planted no-till into stands of rye is an excellent procedure.
- Block sod provides immediate cover. It is especially effective in controlling erosion adjacent to concrete flumes and other structures. Refer to Specification **Ds4-Disturbed Area Stabilization (With Sodding)**.
- Irrigation should be used when the soil is dry or when summer plantings are done.
- Low maintenance plants, as well as natives, should be used to ensure long-lasting erosion control.
- Mowing should not be performed during the quail nesting season (May to September).
- Wildlife plantings should be included in critical area plantings.

Wildlife Plantings

Commercially available plants beneficial to wildlife species include the following:

Mast Bearing Trees
Beech, Black Cherry, Blackgum, Chestnut, Chinkapin, Hackberry, Hickory, Honey Locust, Native Oak, Persimmon, Sawtooth Oak and Sweetgum.
All trees that produce nuts or fruits are favored by many game species. Hickory provides nuts used mainly by squirrels and bear.

Shrubs and Small Trees
Bayberry, Bicolor Lespedeza, Crabapple, Dogwood, Huckleberry or Native Blueberry, Mountain Laurel, Native Holly, Red Cedar, Red Mulberry, Sumac, Wax Myrtle, Wild Plum and Blackberry. Plant in patches without tall trees to develop stable shrub communities.

All produce fruits used by many kinds of wildlife, except for lespedeza which produces seeds used by quail and songbirds.

Grasses, Legumes, Vines and Temporary Cover
Bahagrass, Bermudagrass, Grass-Legume mixtures, Partridge Pea, Annual Lespedeza, Orchardgrass (for mountains), Browntop Millet (for temporary cover), and Native grapes.
Provides herbaceous cover in clearings for a game bird brood-rearing habitat. Appropriate legumes such as vetches, clovers, and lespedezas may be mixed with grass, but they may die out after a few years.

CONSTRUCTION SPECIFICATIONS

Grading and Shaping

Grading and shaping may not be required where hydraulic seeding and fertilizing equipment is to be used. Vertical banks shall be sloped to enable plant establishment. When conventional seeding and fertilizing are to be done, grade and shape where feasible and practical, so that equipment can be used safely and efficiently during seedbed preparation, seeding, mulching and maintenance of the vegetation. Concentrations of water that will cause excessive soil erosion shall be diverted to a safe outlet. Diversions and other treatment practices shall conform with the appropriate standards and specifications.

Lime and Fertilizer Rates and Analysis

Agricultural lime is required at the rate of one to two tons per acre unless soil tests indicate otherwise. Graded areas require lime application. If lime is applied within six months of planting permanent perennial vegetation, additional lime is not required. Agricultural lime shall be within the specifications of the Georgia Department of Agriculture. Lime spread by conventional equipment shall be "ground limestone." Ground limestone is calcitic or dolomitic limestone ground so that 90 percent of the material will pass through a 10-mesh sieve, not less than 50 percent will pass through a 50-mesh sieve and not less than 25 percent will pass through a 100-mesh sieve. Agricultural lime spread by hydraulic seeding equipment shall be "finely ground limestone." Finely ground limestone is calcitic or dolomitic limestone ground so that 98 percent of the material will pass through a 20-mesh sieve and not less than 70 percent will pass through a 100-mesh sieve. It is desirable to use dolomitic limestone in the Sand Hills, Southern Coastal Plain and Atlantic Coast Flatwoods MLRAs. (See Figure 6-4.1) Agricultural lime is generally not required where only trees are planted. Initial fertilization, nitrogen, topdressing, and maintenance fertilizer requirements for each species or combination of species are listed in Table 6-5.1.

Lime and Fertilizer Application

When hydraulic seeding equipment is used, the initial fertilizer shall be mixed with seed, inoculant (if needed), and wood cellulose or wood pulp fiber mulch and applied in a slurry. The inoculant, if needed, shall be mixed with the seed prior to being placed into the hydraulic seeder. The slurry mixture will be agitated during application to keep the ingredients thoroughly mixed. The mixture will be spread uniformly over the area within one hour after being placed in the hydroseeder. Finely ground limestone will be mixed with water and applied immediately after mulching is completed or in combination with the top dressing. When conventional planting is to be done, lime and fertilizer shall be applied uniformly in one of the following ways:

- Apply before land preparation so that it will be mixed with the soil during seedbed preparation.
- Mix with the soil used to fill the holes, distribute in furrows.
- Broadcast after steep surfaces are scarified, pitted or trenched.
- A fertilizer pellet shall be placed at root depth in the closing hole beside each pine tree seedling

Plant Selection

Refer to Tables 6-4.1, 6-5.2, 6-5.3 and 6-5.4 for approved species. Species not listed shall be approved by the State Resource Conservationist of the Natural Resources Conservation Service before they are used. Plants shall be selected on the basis of species characteristics, site and soil conditions, planned use and maintenance of the area; time of year of planting, method of planting; and the needs and desires of the land user. Some perennial species are easily established and can be planted alone. Examples of these are Common Bermuda, Tall Fescue, and Weeping Lovegrass. Other perennials, such as Bahia Grass and Sericea Lespedeza, are slow to become established and should be planted with another perennial species. The additional species will provide quick cover and ample soil protection until the target perennial species become established. For example, Common seeding combinations are

- Weeping Lovegrass with Sericea Lespedeza (scarified) and
- Tall Fescue with Sericea Lespedeza (unscarified).

Plant selection may also include annual companion crops. Annual companion crops should be used only when the perennial species are not planted during their optimum planting period. A common mixture is Brown Top Millet with Common Bermuda in mid-summer. Care should be taken in selecting companion crop species and seeding rates because annual crops will compete with perennial species for water, nutrients, and growing space. A high seeding rate of the companion crop may prevent the establishment of perennial species. **Ryegrass shall not be used in any seeding mixtures containing perennial species due to its ability to out-compete desired species chosen for permanent perennial cover.**

Seed Quality

The term "pure live seed" is used to express the quality of seed and is not shown on the label. Pure live seed, PLS, is expressed as a percentage of the seeds that are pure and will germinate. Information on percent germination and purity can be found on seed tags. PLS is determined by multiplying the percent of pure seed with the percent of germination; i.e., **(PLS = % germination x % purity)**

EXAMPLE:
Common bermuda seed
70% germination, 80% purity
PLS = 70% germination x 80% purity
PLS = 56%

The percent of PLS helps you determine the amount of seed you need. If the seeding rate is 10 pounds PLS and the bulk seed is 56 % PLS, the bulk seeding rate is:

10 lbs. PLS/acre = 17.9 lbs/acre
56% PLS

You would need to plant 17.9 lbs/acre to provide 10 lbs/acre of pure live seed.

Seedbed Preparation

Seedbed preparation may not be required where hydraulic seeding and fertilizing equipment is to be used. When conventional seeding is to be used, seedbed preparation will be done as follows:

Broadcast plantings

- Tillage at a minimum, shall adequately loosen the soil to a depth of 4 to 6 inches; alleviate compaction; incorporate lime and fertilizer; smooth and firm the soil; allow for the proper placement of seed, sprigs, or plants; and allow for the anchoring of straw or hay mulch if a disk is to be used.
- Tillage may be done with any suitable equipment.
- Tillage should be done on the contour where feasible.
- On slopes too steep for the safe operation of tillage equipment, the soil surface shall be pitted or trenched across the slope with appropriate hand tools to provide two places 6 to 8 inches apart in which seed may lodge and germinate. Hydraulic seeding may also be used.

Individual Plants

- Where individual plants are to be set, the soil shall be prepared by excavating holes, opening furrows, or dibble planting.
- For nursery stock plants, holes shall be large enough to accommo3-6-18 roots without crowding.
- Where pine seedlings are to be planted, subsoil under the row 36 inches deep on the contour four to six months prior to planting.

Subsoiling should be done when the soil is dry, preferably in August or September.

Innoculants

All legume seed shall be inoculated with appropriate nitrogen-fixing bacteria. The inoculant shall be a pure culture prepared specifically for the seed species and used within the 3-6-18s on the container. A mixing medium recommended by the manufacturer shall be used to bond the inoculant to the seed. For conventional seeding, use twice the amount of inoculant recommended by the manufacturer. For hydraulic seeding, four times the amount of inoculant recommended by the manufacturer shall be used. All inoculated seed shall be protected from the sun and high temperatures and shall be planted the same day inoculated. No inoculated seed shall remain in the hydroseeder longer than one hour.

Planting

Hydraulic Seeding

Mix the seed (inoculated if needed), fertilizer, and wood cellulose or wood pulp fiber mulch with water and apply in a slurry uniformly over the area to be treated. Apply within one hour after the mixture is made. Conventional Seeding Seeding will be done on a freshly prepared and firmed seedbed. For broadcast planting, use a culti-packerseeder, drill, rotary seeder, other mechanical seeder, or hand seeding to distribute the seed uniformly over the area to be treated. Cover the seed lightly with 1/8 to 1/4 inch of soil for small seed and 1/2 to 1 inch for large seed when using a cultipacker or other suitable equipment.

No-Till Seeding

No-till seeding is permissible into annual cover crops when planting is done following maturity of the cover crop or if the temporary cover stand is sparse enough to allow adequate growth of the permanent (perennial) species. No-till seeding shall be done with appropriate no-till seeding equipment. The seed must be uniformly distributed and planted at the proper depth.

Individual Plants

Shrubs, vines and sprigs may be planted with appropriate planters or hand tools. Pine trees shall be planted manually in the subsoil furrow. Each plant shall be set in a manner that will avoid crowding the roots. Nursery stock plants shall be planted at the same depth or slightly deeper than they grew at the nursery. The tips of vines and sprigs must be at or slightly above the ground surface. Where individual holes are dug, fertilizer shall be placed in the bottom of the hole, two inches of soil shall be added and the plant shall be set in the hole.

Mulching

Mulch is required for all permanent vegetation applications. Mulch applied to seeded areas shall achieve 75% soil cover. Select the mulching material from the following and apply as indicated:

- Dry straw or dry hay of good quality and free of weed seeds can be used. Dry straw shall be applied at the rate of 2 tons per acre. Dry hay shall be applied at a rate of 2 1/2 tons per acre.
- Wood cellulose mulch or wood pulp fiber shall be used with hydraulic seeding. It shall be applied at the rate of 500 pounds per acre. Dry straw or dry hay shall be applied (at the rate indicated above) after hydraulic seeding.
- One thousand pounds of wood cellulose or wood pulp fiber, which includes a tackifier, shall be used with hydraulic seeding on slopes 3/4:1 or steeper.
- Sericea lespedeza hay containing mature seed shall be applied at a rate of three tons per acre.
- Pine straw or pine bark shall be applied at a thickness of 3 inches for bedding purposes. Other suitable materials in sufficient quantity may be used where ornamentals or other ground covers are planted. This is not appropriate for seeded areas.
- When using temporary erosion control blankets or block sod, mulch is not required.
- Bituminous treated roving may be applied on planted areas on slopes, in ditches or dry waterways to prevent erosion. Bituminous treated roving shall be applied within 24 hours after an area has been planted. Application rates and materials must meet Georgia Department of Transportation specifications.

Wood cellulose and wood pulp fibers shall not contain germination or growth inhibiting factors. They shall be evenly dispersed when agitated in water. The fibers shall contain a dye to allow visual metering and aid in uniform application during seeding.

Applying Mulch

Straw or hay mulch will be spread uniformly within 24 hours after seeding and/or planting. The mulch may be spread by blower-type spreading equipment, other spreading equipment or by hand. Mulch shall be applied to cover 75% of the soil surface. Wood cellulose or wood fiber mulch shall be applied uniformly with hydraulic seeding equipment.

Anchoring Mulch

Anchor straw or hay mulch immediately after application by one of the following methods:

- Emulsified asphalt can be (a) sprayed uniformly onto the mulch as it is ejected from the blower machine or (b) sprayed on the mulch immediately following mulch application when straw or hay is spread by methods other than special blower equipment. The combination of asphalt emulsion and water shall consist of a homogeneous mixture satisfactory for spraying. The mixture shall consist of 100 gallons of grade SS-1h or CSS-1h emulsified asphalt and 100 gallons of water per ton of mulch. Care shall be taken at all times to protect state waters, the public, adjacent property, pavements, curbs, sidewalks, and all other structures from asphalt discoloration.
- Hay and straw mulch shall be pressed into the soil immediately after the mulch is spread. A special "packer disk" or disk harrow with the disks set straight may be used. The disks may be smooth or serrated and should be 20 inches or more in diameter and 8 to 12 inches apart. The edges of the disks shall be dull enough to press the mulch into the ground without cutting it, leaving much of it in an erect position. Mulch shall not be plowed into the soil.
- Synthetic tackifiers or binders approved by GDOT shall be applied in conjunction with or immediately after the mulch is spread. Synthetic tackifiers shall be mixed and applied according to manufacturer's specifications. Refer to **Tb - Tackifiers and Binders**.
- Rye or wheat can be included with Fall and Winter plantings to stabilize the mulch. They shall be applied at a rate of one-quarter to onehalf bushel per acre.
- Plastic mesh or netting with mesh no larger than one inch by one inch may be needed to anchor straw or hay mulch on unstable soils and concentrated flow areas. These materials shall be installed and anchored according to manufacturer's specifications.

Bedding Material

Mulch is used as a bedding material to conserve moisture and control weeds in nurseries, ornamental beds, around shrubs, and on bare areas on lawns.

Material Depth

Grain straw 4" to 6"
Grass Hay 4" to 6"
Pine needles 3" to 5"
Wood waste 4" to 6"

Irrigation

Irrigation will be applied at a rate that will not cause runoff.

Topdressing

Topdressing will be applied on all temporary and permanent (perennial) species planted alone or in mixtures with other species. Recommended rates of application are listed in Table 6-5.1.

Second Year and Maintenance Fertilization

Second year fertilizer rates and maintenance fertilizer rates are listed in Table 6-5.1.

Lime Maintenance Application

Apply one ton of agricultural lime every 4 to 6 years or as indicated by soil tests. Soil tests can be conducted to determine more accurate requirements if desired.

Use and Management

Mow Sericea lespedeza only after frost to ensure that the seeds are mature. Mow between November and March. Bermudagrass, Bahiagrass and Tall Fescue may be mowed as desired. Maintain at least 6 inches of top growth under any use and management. Moderate use of top growth is beneficial after establishment. Exclude traffic until the plants are well established. Because of the quail nesting season, mowing should not take place between May and September.

Table 6-5.1. Fertilizer Requirements

TYPE OF SPECIES	YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE	N TOP DRESSING RATE
1. Cool season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 1/2/ 30
2. Cool season grasses and legumes	First Second Maintenance	6-12-12 0-10-10 10-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	0-50 lbs./ac. 1/ — —
3. Ground covers	First Second Maintenance	10-10-10 10-10-10 10-10-10	1300 lbs./ac. 3/ 1300 lbs./ac. 3/ 1100 lbs./ac.	— — —
4. Pine seedlings	First	20-10-5	one 21-gram pellet per seedling placed in the closing hole	—
5. Shrub Lespedeza	First Maintenance	0-10-10 0-10-10	700 lbs./ac. 700 lbs./ac. 4/	—
6. Temporary cover crops seeded alone	First	10-10-10	500 lbs./ac.	30 lbs./ac. 5/
7. Warm season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 800 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 2/6/ 50-100 lbs./ac. 2/ 30 lbs./ac.
8. Warm season grasses and legumes	First Second Maintenance	6-12-12 0-10-10 0-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50 lbs./ac. 6/

- 1/ Apply in spring following seeding.
2/ Apply in split applications when high rates are used.
3/ Apply in 3 split applications.
4/ Apply when plants are pruned.
5/ Apply to grass species only.
6/ Apply when plants grow to a height of 2 to 4 inches.

Table 6-5.3. Durable Shrubs and Ground Covers for Permanent Cover

Common Name	Scientific Name	Mature Height	Plant Spacing	Comments
Cherokee Rose	Rosa laevigata	2 ft.	5 ft.	Rampant grower. Not for restricted spaces. State flower.
Memoria Rose	Rosa weuchuriana	2 ft.	5 ft.	Rampant grower.
St. Johnswort	Hypericum calycinum	8-12 in.	3 ft.	Semi-shade.
Anthony Waterer Spirea	Spirea bumalda	3-4 ft.	5 ft.	Sun.
Thunberg Spirea	Spirea thibergii	3-4 ft.	5 ft.	Sun.

Table 6-5.4. Trees for Erosion Control

SITE	SOIL MATERIAL	COMMON SOILS	PLANTING TREE SPECIES 1/	SPACING	PLANTING DATES 3/
Borrow areas, graded areas, and spoil material	Sandy	Lakeland, Troup	Loblolly pine (Pinus taeda)	2/	M-L, P 12/1-3/15 C 12/1-3/1
			Longleaf pine (Pinus palustris)		
	Loamy	Orangeburg, Tifton	Loblolly pine	2/	M-L, P 12/1-3/15 C 12/1-3/1
			Slash pine		
	Clay	Cecil, Faceville	Loblolly pine	2/	M-L, P 12/1-3/15 C 12/1-3/1
Streambanks			Slash pine		
			Virginia pine (Pinus virginiana)		
			Willows 4/ (Salix species)	2 ft x 2 ft	ALL 11/15-3/15

1/Other trees and shrubs listed on Table 6-5.3 may be interplanted with the pines for improved wildlife benefits.

2/Type of Planting Tree Spacing No. of Trees Per Acre

Trees alone 4 ft. x 4 ft. 2722

Trees in combination with grasses and/ or other plants 6 ft. x 6 ft. 1210

3/M-L represents the Mountains; Blue Ridge, and Ridges and Valleys MLRAs

P represents the Southern Piedmont MLRA

C represents the Southern Coastal Plain; Sand Hills; Black Lands; and Atlantic Coast Flatwoods MLRAs (See Figure 6-4.1).

4/Fertilization of companion crop is ample for this species.



LINEAR PARK IMPROVEMENTS

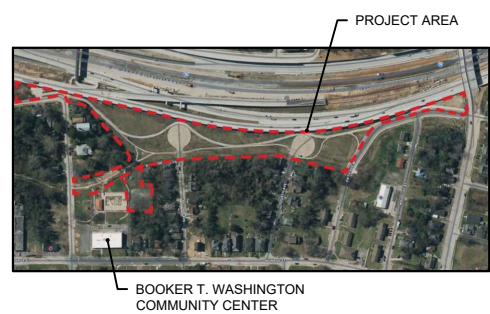
MACON, GA

31201



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



REVISIONS:

#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

C-5.3

Ds3

Disturbed Area Stabilization
(With Permanent Vegetation)
Continued from previous page...

Table 6-5.2 - Permanent Cover															
PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER															
Species	Broadcast Rates 1/- PLS 2/ Per Acre	Per 1000 sq. ft.	Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)										Remarks	
				J	F	M	A	M	J	J	A	S	O	N	D
BAHIA, PENSACOLA (Paspalum notatum)	60 lbs.	1.4 lb.	P C											166,000 seed per pund. Low growing. Sod forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and lawns. Mix with Sericea lespedeza or weeping lovegrass.	
BAHIA, WILMINGTON (Paspalum notatum)	60 lbs.	1.4 lb.	M-L P											Same as above.	
BERMUDA, COMMON (Cynodon dactylon) Hulled seed	10 lbs.	0.2 lb.	P C											1,787,000 seed per pound. Quick cover. Low growing and sod forming. Full sun. Good for athletic fields.	
alone	10 lbs.	0.2 lb.													
with other perennials	6 lbs.	0.1 lb.													
BERMUDA, COMMON (Cynodon dactylon) Unhulled seed	10 lbs.	0.2 lb.	P C											Plant with winter annuals.	
with temporary cover	10 lbs.	0.2 lb.													
with other perennials	6 lbs.	0.1 lb.												Plant with tall fescue.	
BERMUDA SPRIGS (Cynodon dactylon)	40 cu. ft.	0.9 cu. ft.	M-L											A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs.	
Coastal, Common, Midland, or Tift 44	sod plugs 3' x 3'													Same as above.	
Coastal, Common, or Tift 44			P C												
Tift 78			C											Southern Coastal Plain only.	
CENTIPEDE (Eremochloa ophiuroides)	Block sod only		P C											Drought tolerant. Full sun or partial shade. Effective adjacent to concrete and in concentrated flow areas. Irrigation is needed until fully established. Do not plant near pastures. Winterhardy as far north as Athens and Atlanta.	
CROWN VETCH (Coronilla varia)	15 lbs.	0.3 lb.	M-L P											100,000 seed per pound. Dense growth. Drought tolerant and fire resistant. Attractive rose, pink, and white blossoms spring to late fall. Mix with 30 pounds of Tall fescue or 15 pounds of rye. Inoculate seed with M inoculant. Use from North Atlanta and Northward.	
FESCUE, TALL (Festuca arundinacea)	50 lbs.	1.1 lbs.	M-L P											227,000 seed per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or crownvetch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.	
alone	50 lbs.	1.1 lbs.													
with other perennials	30 lbs.	0.7 lb.													
KUDZU (Pueraria thurbergiana)	3' - 7' apart		ALL											Rapid and vigorous growth. Excellent in gully erosion control. Will climb. Good livestock forage.	
plants or crowns															

Species	Broadcast Rates 1/- PLS 2/ Per Acre	Per 1000 sq. ft.	Resource Area 3/	Planting Dates by Resource Areas Planting Dates (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.)										Remarks	
				J	F	M	A	M	J	J	A	S	O	N	D
LESPEDeza, SERICEA (Lespedeza cuneata)	60 lbs.	1.4 lbs.	M-L P C											350,000 seed per pound. Widely adapted. Low maintenance. Mix with weeping lovegrass, common bermuda, bahia, or tall fescue. Takes 2 to 3 years to become fully established. Excellent on roadbanks. Inoculate seed with EL inoculant.	
scarified															
unscarified	75 lbs.	1.7 lb.	M-L P C											Mix with Tall fescue or winter annuals.	
seed-bearing hay	3 tons	138lb.	M-L P C											Cut when seed is mature, but before it shatters. Add Tall fescue or winter annuals.	
LESPEDeza, SHRUB (Lespedeza bicolor) (Lespedeza thumbergii)	60 lbs.	1.4 lb.	M-L P C											300,000 seed per pound. Height of growth is 18 to 24 inches. Advantageous in urban areas. Spreading-type growth has bronze coloration. Mix with weeping lovegrass, Common bermuda, bahia, tall fescue or winter annuals. Do not mix with Sericea lespedeza. Slow to develop solid stands. Inoculate seed with EL inoculate.	
unscarified	75 lbs.	1.7 lb.	M-L P C												
plants	3' x 3'		M-L P C											Provide wildlife food and cover.	
LOVEGRASS, WEEPING (Eragrostis curvula)	4 lbs.	0.1 lb.	M-L P C											1,500,000 seed per pound. Quick cover. Drought tolerant. Grows well with Sericea lespedeza on roadbanks.	
alone	2 lbs.	0.05 lb.													
with other perennials															
MAIDENCANE (Panicum hemitomom)	2' x 3' spacing		ALL											For very wet sites. May clog channels. Dig sprigs from local sources. Use along river banks and shorelines.	
SPRIGS															
PANICGRASS, ATLANTIC COASTAL (Panicum amarum var. amarulum)	20 lbs.	0.5 lb.	P C											Grows well on coastal sand dunes, borrow areas, and gravel pits. Provides winter cover for wildlife. Mix with Sericea lespedeza except on sand dunes.	
alone	50 lbs.	1.1 lb.	M-L P											Grows similar to tall fescue.	
with other perennials	30 lbs.	0.7 lb.													
SUNFLOWER, 'AZTEC' MAXIMILLIAM (Helianthus maximiliani)	10 lbs.	0.2 lb.	M-L P C											227,000 seed per pound. Mix with weeping lovegrass or other low-growing grasses or legumes.	

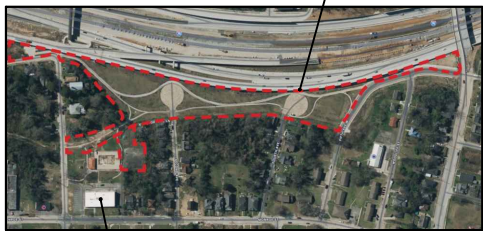
Table 6-5.3. Durable Shrubs and Ground Covers for Permanent Cover				
Ground covers include a wide range of low-growing plants planted together in considerable numbers to cover large areas of the landscape. Ground covers grow slower than grasses. Weeds are likely to compete, especially the first year. Maintenance is needed to insure survival. These ground covers will not be used unless proper maintenance is planned. Maintain mulch at three-inch thickness until plants provide adequate cover.				
Fall planting is encouraged because the need for constant watering is reduced and plants have time to establish new roots before hot weather.				
Common Name	Scientific Name	Mature Height	Plant Spacing	Comments
Abelia	Abelia grandiflora	3-4 ft.	5 ft.	Also a prostrate form 2 feet high. Sun, semi-shade. Semi-evergreen.
Carolina Yellow Jessamine	Gelsemium sempervirens	low	3 ft.	Vine. Yellow, trumpet-like flowers. Hardy, one of best vines. Evergreen.
Carpet Blue	Ajuga reptans	2-4 in.	3 ft.	Native to Georgia. Needs good drainage, partial shade. Blue or white flowers. Evergreen.
Baarberry Cotoneaster	Cotoneaster dammeri	2-4 ft.	5 ft.	White flowers, red fruit. Sun. Evergreen.
Ground Cover Cotoneaster	Cotoneaster salicifolius 'Repens'	1-2 ft.	5 ft.	White flowers, red fruit. Sun. Evergreen.
Rock Cotoneaster	Cotoneaster horizontalis	1-2 ft.	5 ft.	Semi-evergreen. Sun.
Virginia Creeper	Parthenocissus quinquefolia	low	3 ft.	Red in fall. Vine. Deciduous. Native to Georgia.
Daylily	Hemerocallis spp.	2-3 ft.	2 ft.	Many flower colors. Full sun. Very hardy.
English Ivy	Hedera helix	low	3 ft.	Shade only. Climbs.
Compacta Holly	Ilex crenata 'Compacta'	3-4 ft.	5 ft.	Sun, semi-shade.
Chinese Holly	Ilex cornuta 'Rotunda'	3-4 ft.	5 ft.	Very durable. Sun, semi-shade.
Dwarf Burford Holly	Ilex burfordii 'Nana'	5-8 ft.	8 ft.	
Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	3-4 ft.	5 ft.	Very durable, sun, semi-shade.
GaSWCC (Amended - 2000)				6-53
Table 6-5.3. Durable Shrubs and Ground Covers for Permanent Cover				
Common Name	Scientific Name	Mature Height	Plant Spacing	Comments
Repandens Holly	Ilex crenata 'Repandens'	2-3 ft.	5 ft.	Sun, semi-shade.
Andorra Juniper	Juniperus horizontalis 'Plumosa'	2-3 ft.	5 ft.	Excellent for slopes. Sun.
Andorra Compacta Juniper	Juniperus horizontalis 'Plumosa compacta'	1-2 ft.	5 ft.	More compact than andorra.
Blue Chip Juniper	Juniperus horizontalis 'Blue Chip'	8-10 in.	4 ft.	
Blue Rug Juniper	Juniperus horizontalis 'Wiltonii'	4-6 in.	3 ft.	Very low. Sun.
Parsons Juniper	Juniperus davurica 'Expansa' (Squamata Parson)	18-24 in.	5 ft.	One of the best, good winter cover.
Pfitzer Juniper	Juniperus chinensis 'Pfitzerana'	6-8 ft.	6 ft.	Needs room.
Prince of Wales Juniper	Juniperus horizontalis 'Prince of Wales'	8-10 in.	4 ft.	Feathery appearance.
Sargent Juniper	Juniperus chinensis 'Sargentii'	1-2 ft.	5 ft.	Full sun. Needs good drainage. Good winter color.
Shore Juniper	Juniperus conferta	2-3 ft.	5 ft.	Emerald Sea or Blue Pacific cultivars are good.
Liriope	Liriope muscari	8-10 in.	3 ft.	
Creeping Liriope	Liriope spicata	10-12 in.	1 ft.	Spreads by runners.
Big Leaf Periwinkle	Vinca major	12-15 in.	4 ft.	Lilac flowers in spring. Semi-shade.
Common Periwinkle	Vinca minor	5-6 in.	4 ft.	Lavender-blue flowers in spring. Semi-shade.
6-54				GaSWCC (Amended - 2000)

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:		DESCRIPTION	
#	DATE		

DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

C-5.4

Disturbed Area Stabilization (With Sodding)

CONSTRUCTION SPECIFICATIONS INSTALLATION

Soil Preparation
Bring soil surface to final grade. Clear surface of trash, woody debris, stones and clods larger than 1". Apply sod to soil surfaces only and not frozen surfaces, or gravel type soils. Topsoil properly applied will help guarantee a stand. Don't use topsoil recently treated with herbicides or soil sterilants. Mix fertilizer into soil surface. Fertilize based on soil tests or Table 6-6.1.

Table 6-6.1. Fertilizer Requirements for Soil Surface Application Fertilizer

Fertilizer Type	Fertilizer Rate (lbs/acre)	Fertilizer Rate (lbs/sq ft)	Season
10-10-10	1000	.025	Fall

Agricultural lime should be applied based on soil tests or at a rate of 1 to 2 tons per acre.

Installation

Lay sod with tight joints and in straight lines. Don't overlap joints. Stagger joints and do not stretch sod (See Figure 6-6.2)

On slopes steeper than 3:1, sod should be anchored with pins or other approved methods. Installed sod should be rolled or tamped to provide good contact between sod and soil. Irrigate sod and soil to a depth of 4" immediately after installation. Sod should not be cut or spread in extremely wet or dry weather. Irrigation should be used to supplement rainfall for a minimum of 2-3 weeks.

MATERIALS

Sod selected should be certified. Sod grown in the general area of the project is desirable.

1. Sod should be machine cut and contain 3/4" (+ or -1/4") of soil, not including shoots or thatch.
2. Sod should be cut to the desired size within + or -5%. Torn or uneven pads should be rejected.
3. Sod should be cut and installed within 36 hours of digging.
4. Avoid planting when subject to frost heave or hot weather if irrigation is not available.
5. The sod type should be shown on the plans or installed according to Table 6-6.2. See Figure 6-4.1 for your Resource Area.

Table 6-6.2. Sod Planting Requirements			
Grass	Varieties	Resource Area	Growing Season
Bermudagrass	Common Tifway Tifgreen Tiflawn	M-L, P-C P-C P-C	Warm Weather
Bahiagrass	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	M-L, P	Cool Weather

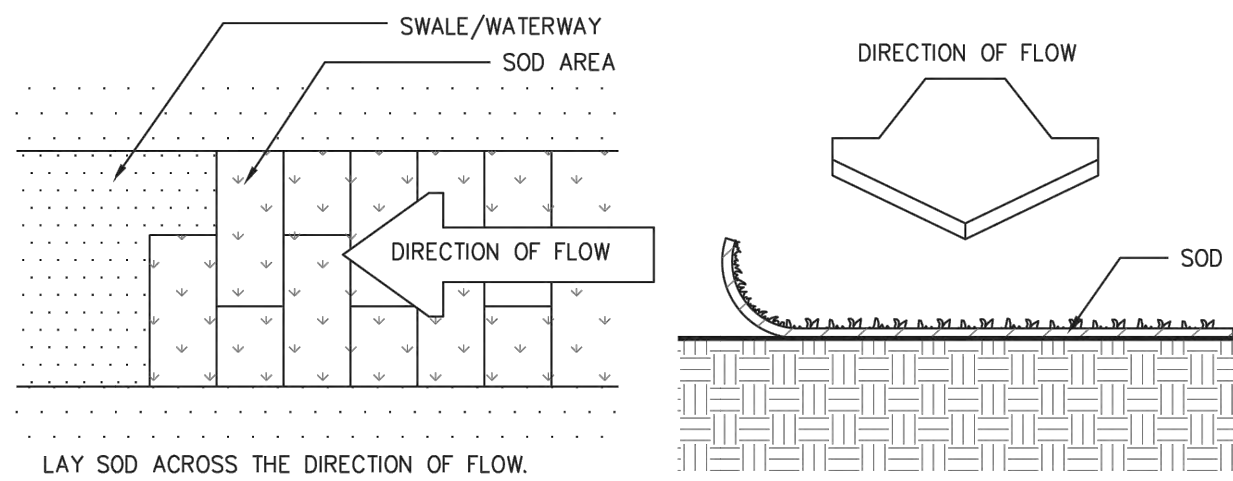
MAINTENANCE

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 (See Figure 6-6.2). 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 6-6.3.

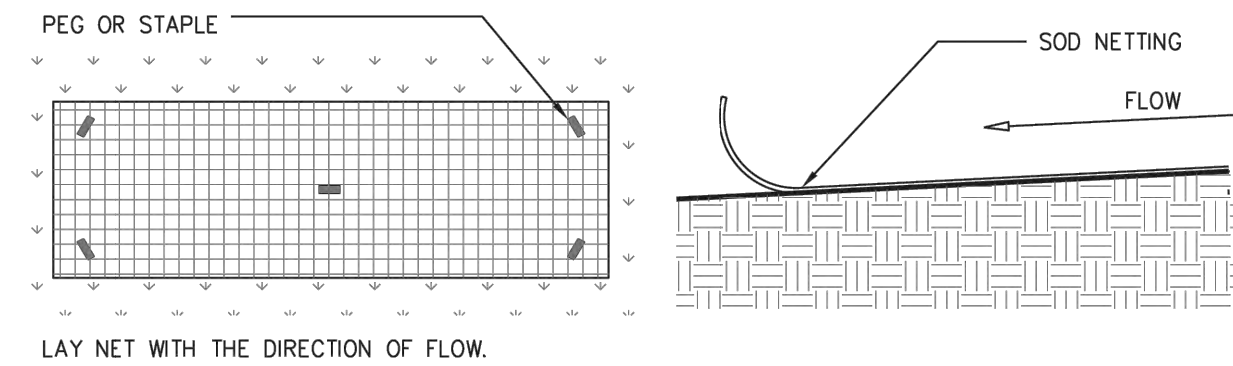
Table 6-6.3. Fertilizer Requirements for Sod				
Types of Species	Planting Year	Fertilizer (N-P-K)	Rate (lbs/Acre)	Nitrogen Top Dressing Rate (lbs/acre)
Cool season grasses	First	6-12-12	1500	50-100
	Second	6-12-12	1000	400
	Maintenance	10-10-10	400	30
Warm season grasses	First	6-12-12	1500	50-100
	Second	6-12-12	800	50-100
	Maintenance	10-10-10	400	30

SODDED WATERWAYS

SOD DIRECTIONS



NETTING DIRECTIONS



Source: Va. DSWC

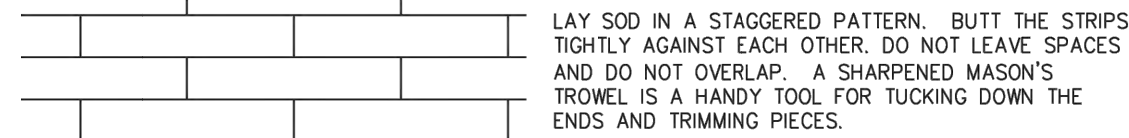
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Figure 6-6.1

6-53

SOD MAINTENANCE AND INSTALLATION

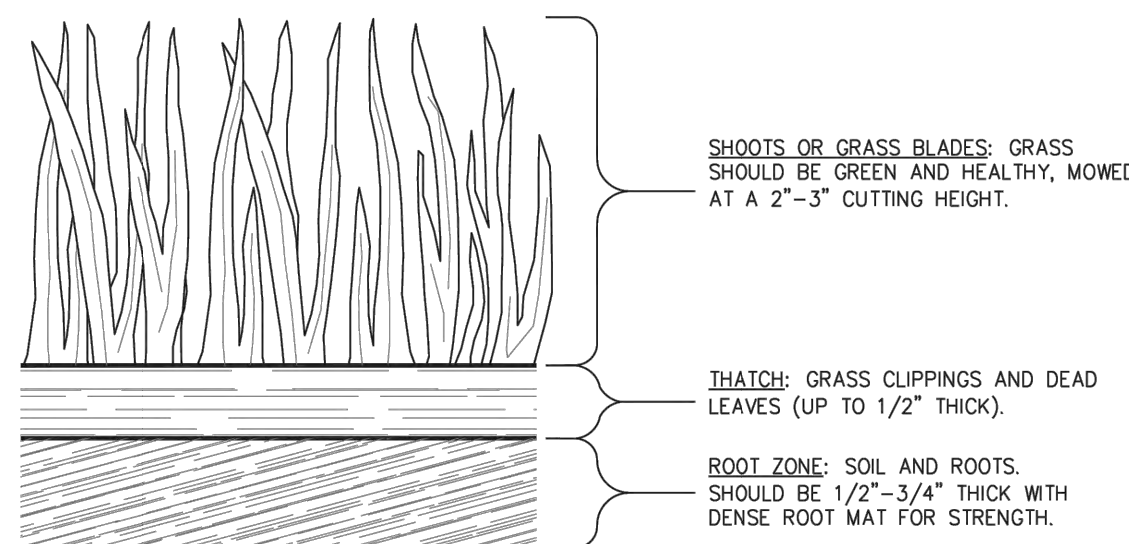
SOD LAYOUT AND PREPARATION



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



Source: Va. DSWC

Figure 6-6.2

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Sd-1 Sediment Barrier

CONSTRUCTION SPECIFICATIONS

Sandbags - Sd1-S

(If approved by local issuing authority)

Should be installed so that flow under or between bags is minimal. Anchoring with steel rods may be required if structure height exceeds two bags.

Hay or Straw Bales - Sd1-Hb

(If approved by local issuing authority)

Bales will be placed in a single row, lengthwise, on the contour and embedded in the soil to a depth of 4 inches. Bales must be securely anchored in place by stakes or bars driven through the bales or by other acceptable means to prevent displacement. See Figures 6-20.1 and 6-20.2 for installation requirements.

Brush Barrier - Sd1-Bb

(only during timber clearing operations)

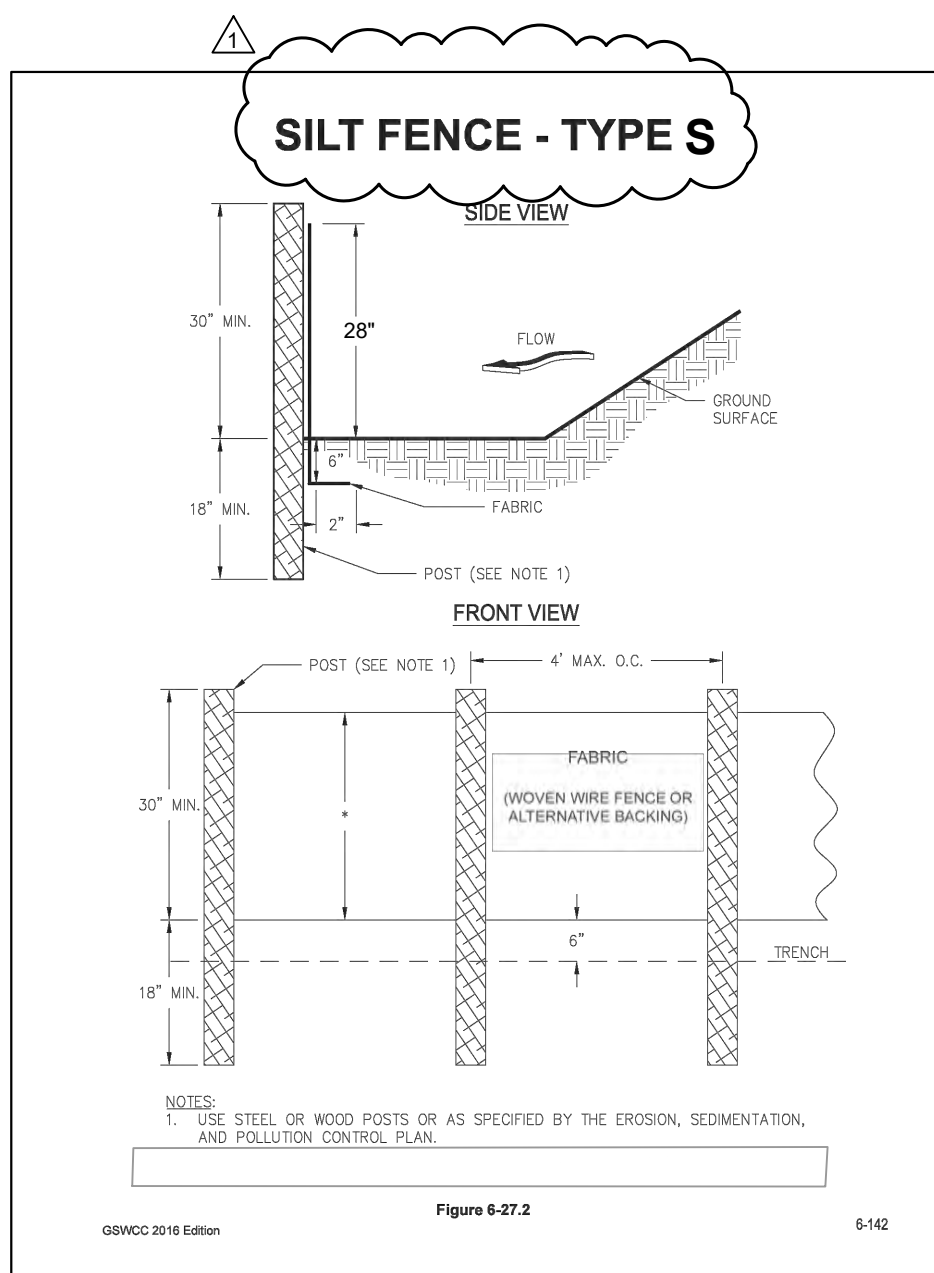
Brush obtained from clearing and grubbing operations may be piled in a row along the perimeter of disturbance at the time of clearing and grubbing. Brush barriers should not be used in developed areas or locations where aesthetics are a concern. Brush should be wind-rowed on the contour as nearly as possible and may require compaction. Construction equipment may be utilized to satisfy this requirement. The minimum base width of the brush barrier shall be 5 feet and should be no wider than 10 feet. The height of the brush barrier should be between 3 and 5 feet. If a greater filtering capacity is required, a commercially available filter fabric may be placed on the side of the brush barrier receiving the sediment-laden runoff. The lower edge of the fabric must be buried in a 6-inch deep trench immediately uphill from the barrier. The upper edge must be stapled, tied or otherwise fastened to the brush barrier. Edges of adjacent fabric pieces must overlap each other. See Figure 6-20.3.

Silt Fence

The manufacturer shall have either an approved color mark yarn in the fabric or label the fabricated silt fence with both the manufacturer and fabric name every 100 feet. The temporary silt fence shall be installed according to this specification, as shown on the plans or as directed by the engineer. For installation of the fabric, see Figures 6-20.4, 6-20.5, and 6-20.6 respectively. Post installation shall start at the center of the lowpoint (if applicable) with remaining posts spaced 6 feet apart for Type A and B silt fences and 4 feet apart for Type C silt fence. While Type A and B silt fences can be used with both wood and steel posts, only steel posts shall be used with Type C silt fence. For post size requirements, see Table 6-20.3. Fasteners for wood posts are listed in Table 6-20.4. Along stream buffers and other sensitive areas, two rows of Type C silt fence or one row of Type C silt fence backed by haybales shall be used.

MAINTENANCE

Sediment shall be removed once it has accumulated to one-half the original height of the barrier. Filter fabric shall be replaced whenever it has deteriorated to such an extent that the effectiveness of the fabric is reduced (approximately six months). Temporary sediment barriers shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the barrier shall be removed and properly disposed of before the barrier is removed.



NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Figure 6-27.2

GSWCC 2016 Edition

6-142

Sd2 Inlet Sediment Trap

CONSTRUCTION SPECIFICATIONS

Sediment traps may be constructed on natural ground surface, on an excavated surface, or on machine compacted fill provided they have a non-erodible outlet.

Filter Fabric with Supporting Frame (Sd2-F)

This method of inlet protection is applicable where the inlet drains a relatively flat area (slope no greater than 5%) and shall not apply to inlets receiving concentrated flows, such as in street or highway medians. As shown in Figure 6-21.1, Type C silt fence supported by steel posts shall be used. The stakes shall be spaced evenly around the perimeter of the inlet a maximum of 3 feet apart, and securely driven into the ground, approximately 18 inches deep. The fabric shall be entrenched 12 inches and backfilled with crushed stone or compacted soil. Fabric and wire shall be securely fastened to the posts, and fabric ends must be overlapped a minimum of 18 inches or wrapped together around a post to provide a continuous fabric barrier around the inlet.

Baffle Box (Sd2-B)

For inlets receiving runoff with a higher volume or velocity, a baffle box inlet sediment trap should be used. As shown in Figure 6-21.2, the baffle box shall be constructed of 2" x 4" boards spaced a maximum of 1 inch apart or of plywood with weep holes 2 inches in diameter. The weep holes shall be placed approximately 6 inches on center vertically and horizontally. Gravel shall be placed outside the box, all around the inlet, to a depth of 2 to 4 inches. The entire box is wrapped in Type C filter fabric that shall be entrenched 12 inches and backfilled.

Block and Gravel Drop Inlet Protection (Sd2-Bg)

This method of inlet protection is applicable where heavy flows are expected and where an overflow capacity is necessary to prevent excessive ponding around the structure. As shown in Figure 6-21.3, one block is placed on each side of the structure on its side in the bottom row to allow pool drainage. The foundation should be excavated at least 2 inches below the crest of the storm drain. The bottom row of blocks are placed against the edge of the storm drain for lateral support and to avoid washouts when overflow occurs. If needed, lateral support may be given to subsequent rows by placing 2" x 4" wood studs through block openings. Hardware cloth or comparable wire mesh with 1/2 inch openings shall be fitted over all block openings to hold gravel in place. Clean gravel should be placed 2 inches below the top of the block on a 2:1 slope or flatter and smoothed to an even grade. DOT #57 washed stone is recommended

Gravel Drop Inlet Protection (Sd2-G)

This method of inlet protection is applicable where heavy concentrated flows are expected. As shown in Figure 6-21.4, stone and gravel are used to trap sediment. The slope toward the inlet shall be no steeper than 5:1. A minimum 1 foot wide level stone area shall be left between the structure and around the inlet to prevent gravel from entering the inlet. On the slope toward the inlet, stone 3 inches in diameter and larger should be used. On the slope away from the inlet, 1/2 to 3/4 inch gravel (#57 washed stone) should be used at a minimum thickness of 1 foot.

Sod Inlet Protection (Sd2-S)

This method of inlet protection is applicable only at the time of permanent seeding, to protect the inlet from sediment and mulch material until permanent vegetation has become established. As shown in Figure 6-21.5, the sod shall be placed to form a turf mat covering the soil for a distance of 4 feet from each side of the inlet structure. Sod strips shall be staggered so that adjacent strip ends are not aligned.

Excavated Inlet Sediment Trap

The sediment trap shall be placed immediately around the inlet. The excavation shall be constructed immediately outside of the sediment trap and provide a minimum depth of 1.5 feet for sediment storage.

Curb Inlet Protection (Sd2-P)

Once pavement has been installed, a curb inlet filter shall be installed on inlets receiving runoff from disturbed areas. This method of inlet protection shall be removed if a safety hazard is created. One method of curb inlet protection uses "pigs-in-a-blanket" - 8-inch concrete blocks wrapped in filter fabric. See Figure 6-21.5. Another method uses gravel bags constructed by wrapping DOT #57 stone with filter fabric, wire, plastic mesh, or equivalent material. A gap of approximately 4 inches shall be left between the inlet filter and the inlet to allow for overflow and prevent hazardous ponding in the roadway. Proper installation and maintenance are crucial due to possible ponding in the roadway, resulting in a hazardous condition. Several other methods are available to prevent the entry of sediment into storm drain inlets. Figure 6-21.7 shows of one of these alternative methods.

MAINTENANCE

The trap shall be inspected daily and after each rain and repairs made as needed. Sediment shall be removed when the sediment has accumulated to one-half the height of the trap. Sediment shall be removed from curb inlet protection immediately. For excavated inlet sediment traps, sediment shall be removed when one-half of the sediment storage capacity has been lost to sediment accumulation. Sod inlet protection shall be maintained as specified in Dd4 - Disturbed Area Stabilization (With Sodding). Sediment shall not be washed into the inlet. It shall be removed from the sediment trap and disposed of and stabilized so that it will not enter the inlet, again. When the contributing drainage area has been permanently stabilized, all materials and any sediment shall be removed, and either salvaged or disposed of properly. The disturbed area shall be brought to proper grade, then smoothed and compacted. Appropriately stabilize all disturbed areas around the inlet.

FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

STEEL FRAME AND TYPE C SILT FENCE INSTALLATION

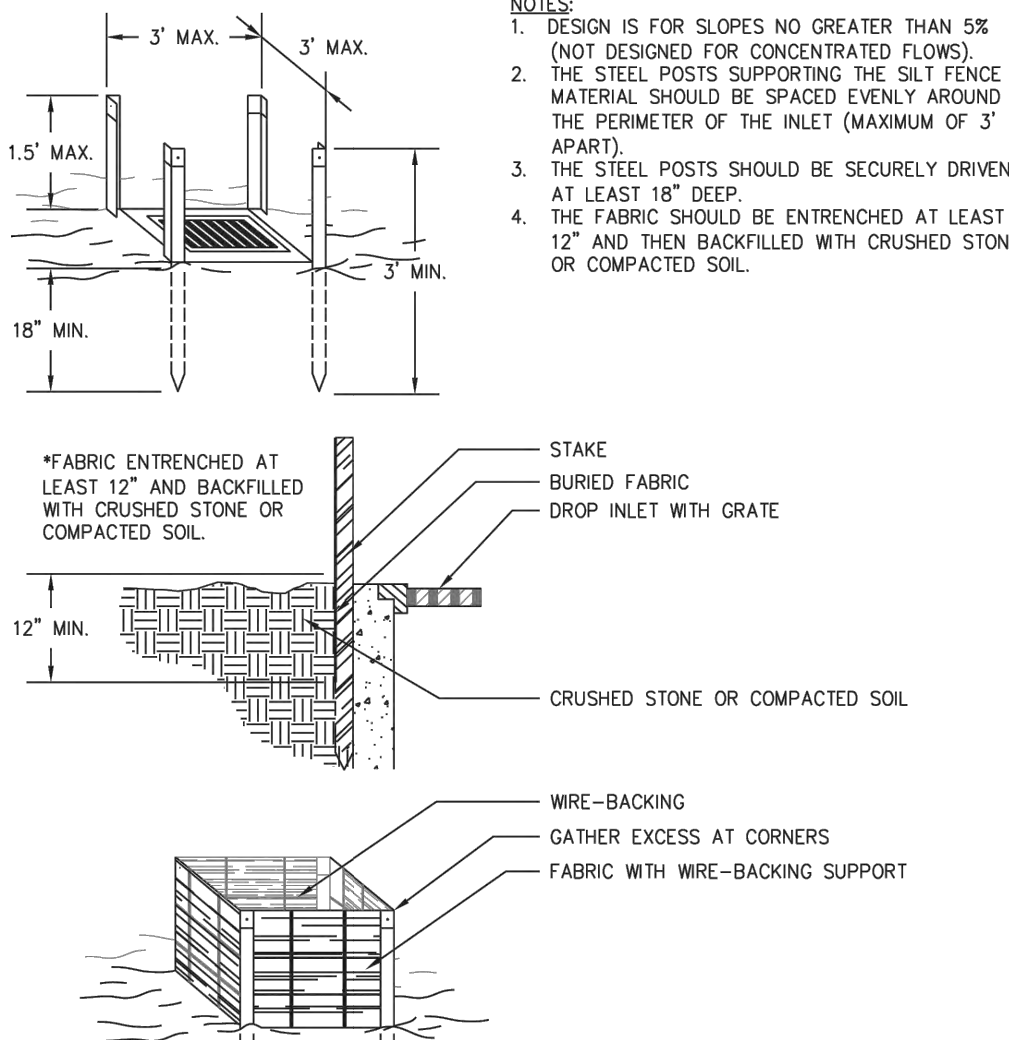
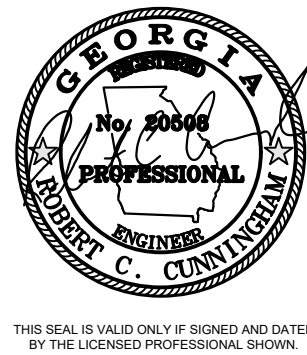


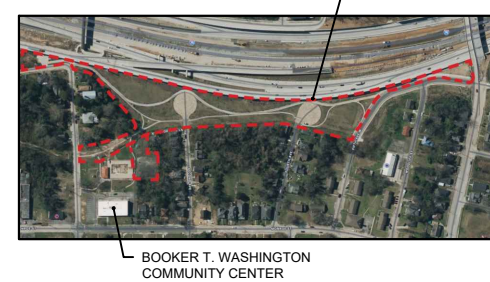
Figure 6-28.1 - Fabric and Supporting Frame For Inlet Projection

GSWCC 2016 Edition

6-150



KEY PLAN:



REVISIONS:	
DATE	DESCRIPTION
10/15/24	REVISED AS PER MWA REVIEW

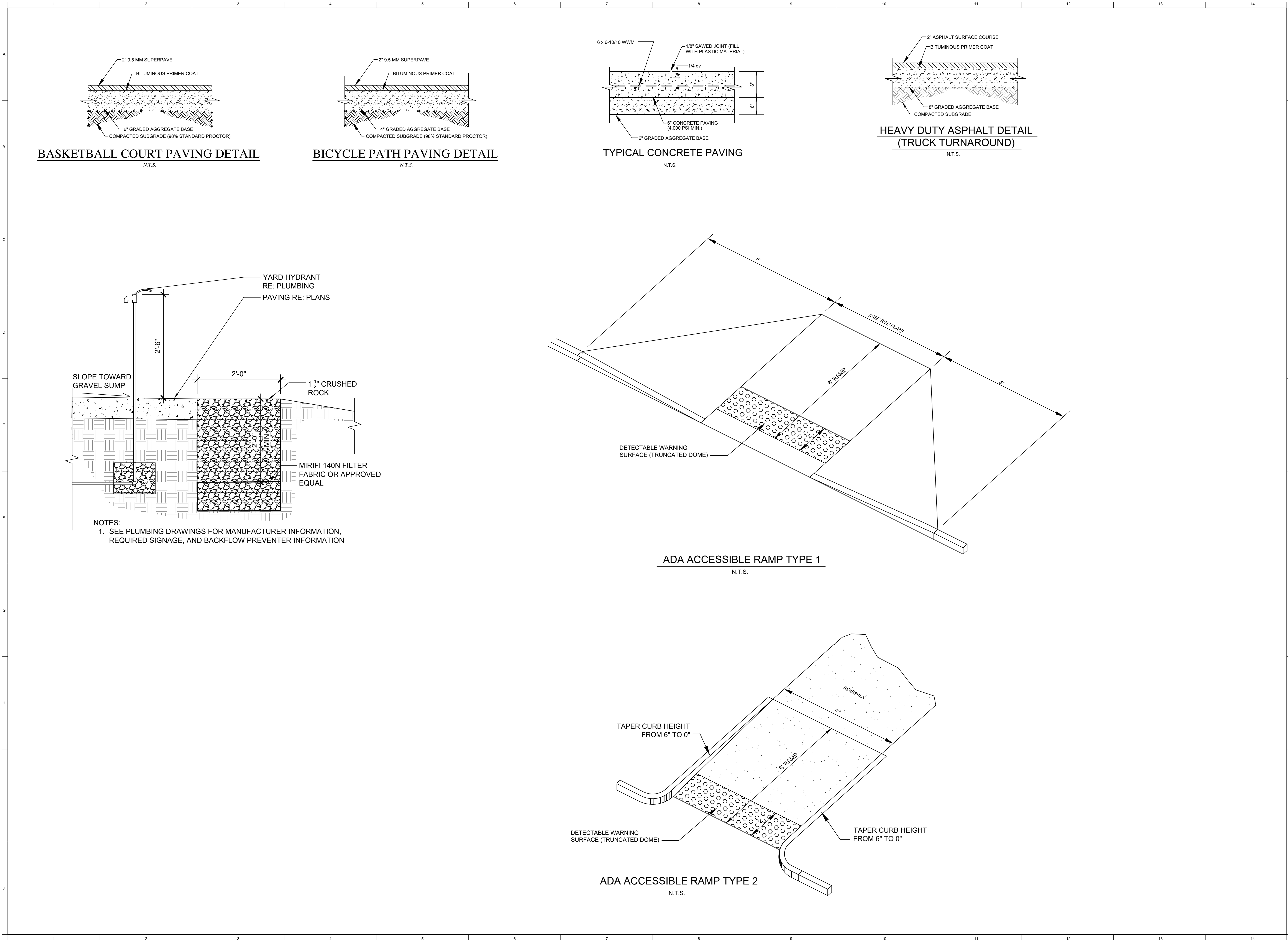
DATE: OCTOBER 4, 2024

ES&PC DETAILS

SHEET:

C-5.5

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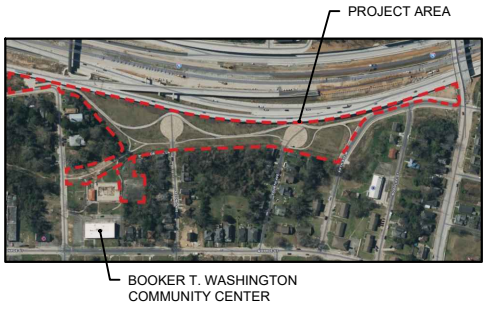
LINEAR PARK IMPROVEMENTS

MACON, GA
31201



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SHOWN.

KEY PLAN:



REVISIONS:	
#	DATE

DATE: OCTOBER 4, 2024

CONSTRUCTION
DETAILS

SHEET:

C-6.0

ELECTRICAL SPECIFICATIONS

DIVISION 26

ELECTRICAL

SECTION A: GENERAL ELECTRICAL REQUIREMENTS

1. THESE PLANS AND SPECIFICATIONS APPLY TO LINEAR PARK IN MACON, GEORGIA. THE WORK DESCRIBED BY THESE PLANS AND SPECIFICATIONS APPLY TO THE INDICATED PROJECT AND MAY NOT BE MODIFIED OR REUSED WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

2. ALL WORK SHALL BE PERFORMED BY LICENSED ELECTRICAL CONTRACTOR WITH MINIMUM OF TWO YEARS OF EXPERIENCE. LIST OF PREVIOUS JOBS AND REFERENCES SHALL BE MADE AVAILABLE UPON REQUEST. CONTRACTOR SHALL PROVIDE ADEQUATE INSURANCE FOR PERSONNEL AND SHALL REPAIR ANY DAMAGE OCCURRING AS THE RESULT OF THIS PROJECT SITE AND RELATED PROPERTY.

3. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NFPA 70) - 2020 EDITION, THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2), THE INTERNATIONAL FIRE CODE (IFC) - 2018 EDITION, THE INTERNATIONAL BUILDING CODE - 2018 EDITION, REGULATIONS OF THE LOCAL UTILITY COMPANY WITH RESPECT TO METERING AND SERVICE ENTRANCE AND MUNICIPAL AND STATE ORDINANCES GOVERNING ELECTRICAL WORK.

4. ALL PERMITS AND FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.

5. ALL EQUIPMENT, MATERIAL, AND DEVICES SHALL BE LISTED OR RECOGNIZED BY UNDERWRITER'S LABORATORY OR ELECTRICAL TESTING LABORATORY AND USED AND INSTALLED IN ACCORDANCE WITH ITS LISTING.

6. ALL WORK PERFORMED SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FROM THE THE FINAL COMPLETION DATE EXCEPT FOR FUSES AND LAMPS IN LIGHT FIXTURES. UPON NOTIFICATION OF A PROBLEM, THE CONTRACTOR SHALL INVESTIGATE THE PROBLEM WITHIN 48 HOURS UNLESS A DIFFERENT TIME PERIOD IS AGREED TO. THE CONTRACTOR SHALL INVESTIGATE, REPAIR OR REPLACE ALL FAULTY EQUIPMENT WITHIN A REASONABLE TIME PERIOD WITHOUT CHARGE TO THE OWNER.

7. THE TERM "PROVIDE" SHALL BE UNDERSTOOD TO MEAN, OBTAIN THE ITEM DESCRIBED, INSTALL IT IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND MANUFACTURER'S RECOMMENDATIONS.

8. ALL PENETRATIONS MADE IN FIRE RATED BUILDING PORTIONS SHALL BE SEALED WITH A LISTED RESISTANT MATERIAL SUITABLE FOR THE APPLICATION.

9. ALL INSTALLATIONS OF ELECTRICAL EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH OTHER TRADES PRIOR TO INSTALLATION.

10. PLANS ARE DIAGRAMMATIC AND SHOW THE LOCATION OF THE EQUIPMENT, RACEWAY AND FIXTURES, AND ARE NOT TO BE SCALED. ALL DIMENSIONS SHALL BE VERIFIED AT THE BUILDING SITE.

11. CONTRACTOR SHALL VERIFY AND COORDINATE ALL EQUIPMENT AND DEVICE LOCATIONS WITH OWNER'S PROJECT MANAGER PRIOR TO INSTALLATION.

SECTION B: BASIC MATERIALS

1. ALL CONDUCTORS USED FOR 600 VOLTS OR LESS SHALL BE HIGH GRADE COPPER CONDUCTORS WITH 75 DEGREE C, THHN OR THWN THERMOPLASTIC INSULATION. ALL CONDUCTORS SHALL BE MADE IN THE USA. ALL CONDUCTORS ROUTED IN UNDERGROUND CONDUIT SHALL BE RATED FOR WET LOCATIONS.

2. CONDUIT UNDERGROUND SHALL BE SCHEDULE 40 PVC. IF MORE THAN ONE CONDUIT IS PROVIDED IN A SINGLE TRENCH, THE CONDUIT SHALL BE RACKED WITH SPACERS EVERY FOUR FEET TO MAINTAIN A MINIMUM SPACING BETWEEN CONDUIT OF TWO INCHES. BACKFILL UNDERGROUND INSTALLATIONS SHALL BE FREE OF FOREIGN MATTER, WHERE EXPOSED TO WEATHER, CONDUIT SHALL BE GALVANIZED RIGID STEEL OR INTERMEDIATE METALLIC CONDUIT. THE CONDUIT SHALL BE TERMINATED WITH LISTED FITTINGS AND ALL CONDUIT ENDS SHALL BE REAMED AND SMOOTH. ALL CONDUIT ENDS IN BOXES SHALL BE PROVIDED WITH INSULATED BUSHINGS.

3. A MINIMUM #12 INSULATED COPPER GROUND CONDUCTOR SHALL BE INCLUDED IN ALL BRANCH CIRCUITS RATED 20 AMPERES. ALL OTHER CIRCUITS AND FEEDERS WILL BE PROVIDED WITH AN INSULATED COPPER CONDUCTOR SIZED AS NOTED OR IN ACCORDANCE WITH THE NEC, WHICHEVER IS GREATER.

4. THE MINIMUM SIZE OF ALL CONDUCTORS NOT OTHERWISE INDICATED IS #12 AND THE MINIMUM SIZE OF ALL CONDUIT UNLESS OTHERWISE INDICATED IS 3/4 IN.

5. ALL JUNCTION BOXES SHALL BE PROVIDED WITH COVERS AND ALL UNUSED OPENINGS SHALL BE PLUGGED. ALL JUNCTION BOXES SHALL BE INDEPENDENTLY SUPPORTED FROM STRUCTURE. COVERS OF BOXES SHALL BE LABELED WITH THE CIRCUIT NUMBER WITH A BLACK PERMANENT MARKER IN 3/4 IN. HIGH LETTERS (LEGIBLE HANDWRITTEN LETTERING IS ACCEPTABLE).

6. ALL OUTLET BOXES SHALL BE METALLIC WEATHERPROOF WITH IN USE COVER. PROVIDE PLASTER RINGS FOR ALL OUTLET BOXES CONTAINING DEVICES TO PROVIDE A FIRM MOUNTING SUPPORT FOR THE DEVICE.

7. ALL CONVENIENCE RECEPTACLES SHALL BE SPECIFICATION GRADE 20 AMP RECEPTACLES, OWNER TO SELECT COLOR.

8. PROVIDE FACEPLATES FOR ALL RECEPTACLES, COORDINATE STYLE AND COLOR WITH OWNER'S PROJECT MANAGER.

SECTION C: DISTRIBUTION EQUIPMENT

1. CONTRACTOR SHALL PROVIDE CONDUCTORS AND CONDUIT FOR ALL FEEDERS IN ACCORDANCE WITH THE PLANS.

2. SEPARATELY MOUNTED CIRCUIT BREAKERS SHALL BE MOUNTED IN NEMA TYPE 1 ENCLOSURES IN INDOOR APPLICATIONS AND IN NEMA 3R ENCLOSURES IN EXTERIOR OR WET LOCATIONS. ALL CIRCUIT BREAKER ENCLOSURES SHALL BE PROVIDED WITH HINGED COVERS AND PROVISIONS FOR PADLOCKING THE COVERS.

3. PROVIDE PANELS AS SCHEDULED ON PLANS. CIRCUIT BREAKERS SHALL BE THERMAL-MAGNETIC BREAKERS WITH A MINIMUM INTERRUPTING RATING OF 10,000 AIC FOR 120/208V OR AS INDICATED ON THE PLANS. BREAKERS SHALL HAVE 65/75 DEGREE C RATED TERMINATIONS. PANEL NOTED SHALL BE SERVICE ENTRANCE RATED. MOUNT PANELS WITH TOP OF PANEL 6 FT. ABOVE FLOOR. PANEL MANUFACTURERS: SQUARE D, GE, SIMEANS, AND CULTER HAMMER. ALL CURRENT CARRYING PARTS SHALL BE COPPER.

4. PROVIDE GFCI CIRCUIT BREAKERS AND RECEPTACLES AS INDICATED ON THE PLANS AND IN THESE SPECIFICATIONS. THESE DEVICES SHALL BE CLASS A GFCI DEVICES.

5. SYSTEM COORDINATION: THE MANUFACTURER OF THE PANELBOARDS SHALL PROVIDE SERIES RATED EQUIPMENT BASED ON UL LISTED TEST RESULTS. THE CONTRACTOR SHALL VERIFY THE AVAILABLE SHORT CIRCUIT CURRENT AT THE SERVING TRANSFORMER.

6. PROVIDE EACH PANELBOARD WITH A TYPEWRITTEN CIRCUIT BREAKER DIRECTORY CARD INSIDE A PLASTIC COVERING. EVERY CIRCUIT AND CIRCUIT MODIFICATION SHALL BE LEGIBLY IDENTIFIED AS TO ITS CLEAR, EVIDENT, AND SPECIFIC PURPOSE OR USE. THE IDENTIFICATION SHALL INCLUDE SUFFICIENT DETAIL TO ALLOW EACH CIRCUIT TO BE DISTINGUISHED FROM ALL OTHERS. THE DIRECTORY AND COVERING SHALL BE LOCATED INSIDE A STEEL FRAME PROVIDED INSIDE THE DOOR OF EACH PANELBOARD. THE DIRECTORY SHALL BE TYPED TO IDENTIFY THE LOAD FED BY EACH CIRCUIT BREAKER AND THE AREAS SERVED.

7. PROVIDE NAMEPLATES FOR ALL PANELBOARDS, DISCONNECT SWITCHES, ENCLOSED CIRCUIT BRAKERS, COMBINATION STARTERS, CONTACTORS, AND ALL OTHER ELECTRICAL DISTRIBUTION EQUIPMENT PANELS. MOUNT NAMEPLATES ON EXTERIOR OF THE DOOR OF ALL SURFACE MOUNTED PANELS AND EQUIPMENT. NAME PLATES SHALL BE LAMINATED PLASTIC PLATES WITH 3/16 IN. HIGH WHITE LETTERS ETCHED ON BLACK BACKGROUND. NAME PLATES SHALL BE INSTALLED PARALLEL TO EQUIPMENT LINES. THE NAME OR USAGE OF EACH DEVICE OR BRANCH CIRCUIT SHALL BE ETCHED IN THE NAMEPLATE. CONTRACTOR TO COORDINATE EXACT EQUIPMENT IDENTIFICATION WITH THE OWNER. SECURE NAMEPLATES VIA EPOXY GLUE.

ELECTRICAL LEGEND

LIGHTING AND POWER

	CONDUIT RUN CONCEALED BELOW FLOOR SLAB, OR UNDERGROUND (3 WIRE UNLESS SHOWN).
	HOMERUN TO PANELBOARD, LETTER OR LETTERS INDICATE PANELBOARD, NUMBERS INDICATES CIRCUIT NUMBERS.
	DUPLEX CONVENIENCE OUTLET, GFI TYPE, MOUNTED IN LIGHTING FIXTURE POLE. *WP* WHERE SHOWN INDICATES WEATHERPROOF, PROVIDE METAL IN-USE WEATHERPROOF COVERPLATE.
	PANELBOARD, SEE SCHEDULE.
	DISCONNECT SWITCH, SIZE AS NOTED ON DRAWINGS.

NOTE:

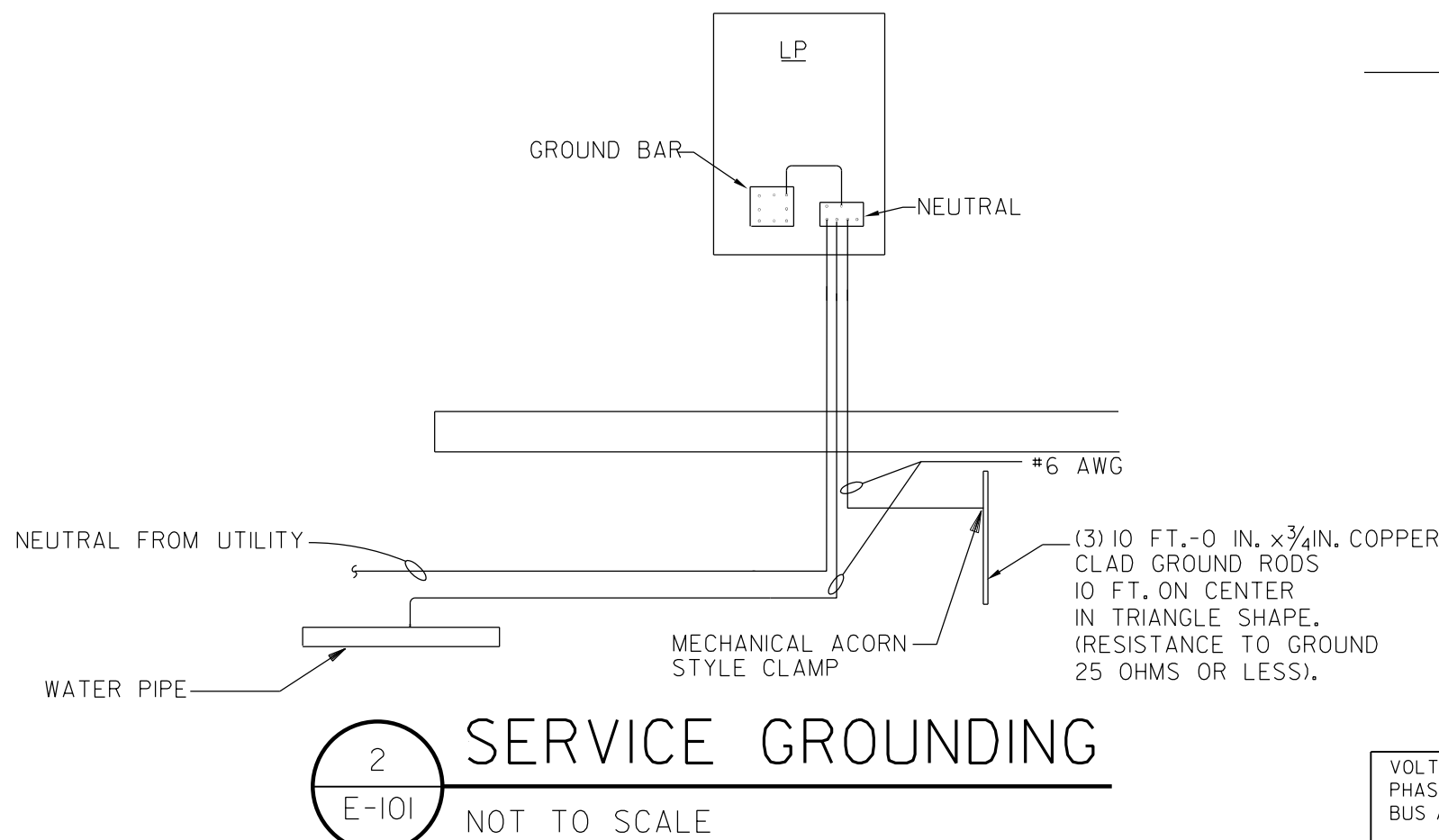
1. ALL MOUNTING HEIGHTS ARE FROM FINISHED FLOOR TO CENTERLINE OF OUTLET OR DEVICE.

2. ALL RECEPTACLES SHALL BE TAMPER RESISTANT (TYPE "TR").

GENERAL NOTES:

A. DO NOT SCALE DRAWINGS TO LOCATE EQUIPMENT OR OUTLETS. MOUNTING HEIGHTS AS INDICATED ON THE DRAWINGS SHALL BE FROM THE FINISHED FLOOR TO THE CENTER LINE OF THE OUTLET BOX.

B. THE ELECTRICAL DRAWINGS ARE ONLY A PART OF THE CONTRACT DOCUMENTS. ALL OF THE DRAWINGS AND SPECIFICATIONS MUST BE REVIEWED FOR THEIR INTERRELATIONSHIP AND REQUIRED COORDINATION BETWEEN DISCIPLINES.

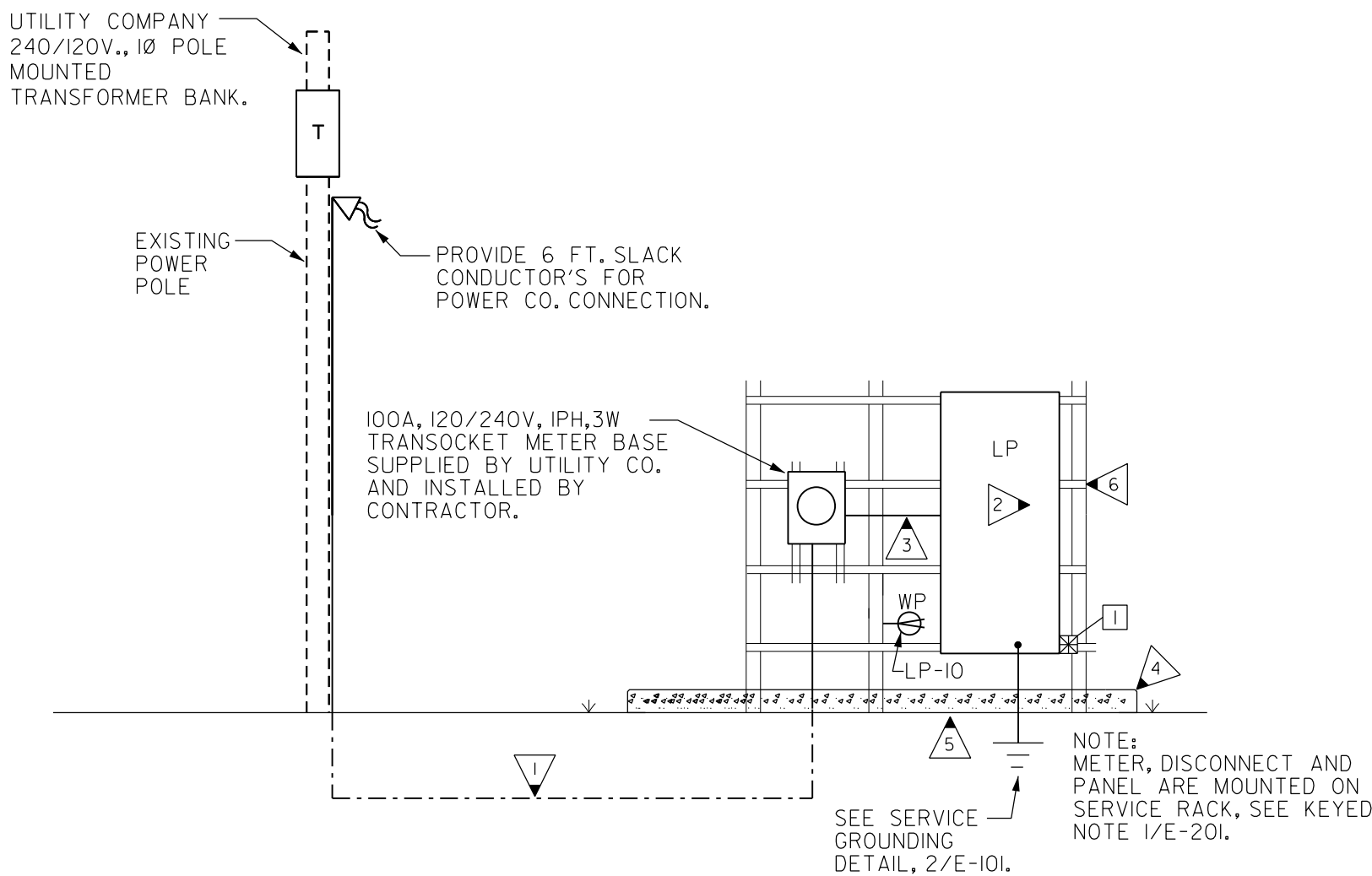


SERVICE GROUNDING

2
E-101
NOT TO SCALE

KEYED NOTES: (1/E-101 ONLY)

- 3*2, 1/2 IN. C.
- NEMA 4X STAINLESS STEEL ENCLOSURE PANEL.
- 3*2,*6G, 1/2 IN. C.
- CONCRETE HOUSKEEPING PAD: 3 FT. WIDE X 6 IN. HIGH. LENGTH SHALL BE 1 FT. BEYOND EACH END OF BACKBOARD.
- TOP OPERABLE BREAKER AT 72 IN. ABOVE FINISHED GRADE (MAX). PROVIDE 6 IN. X 2 IN. X 3/8 IN. GALVANIZED C-CHANNEL 2 FT. ON CENTER HORIZONTALLY. ALL BOLTS, NUTS AND WASHERS TO BE STAINLESS STEEL.
- PROVIDE 4 IN. X 4 IN. X 3/8 IN. GALVANIZED STEEL I-BEAM VERTICAL SUPPORTS 3 FT. INTO CONCRETE BASE. PROVIDE BEAMS A MAX. OF 3 FT. ON CENTER. POSTS SHALL HAVE CAPS TO PREVENT RAIN.



PAVILION POWER RISER DIAGRAM

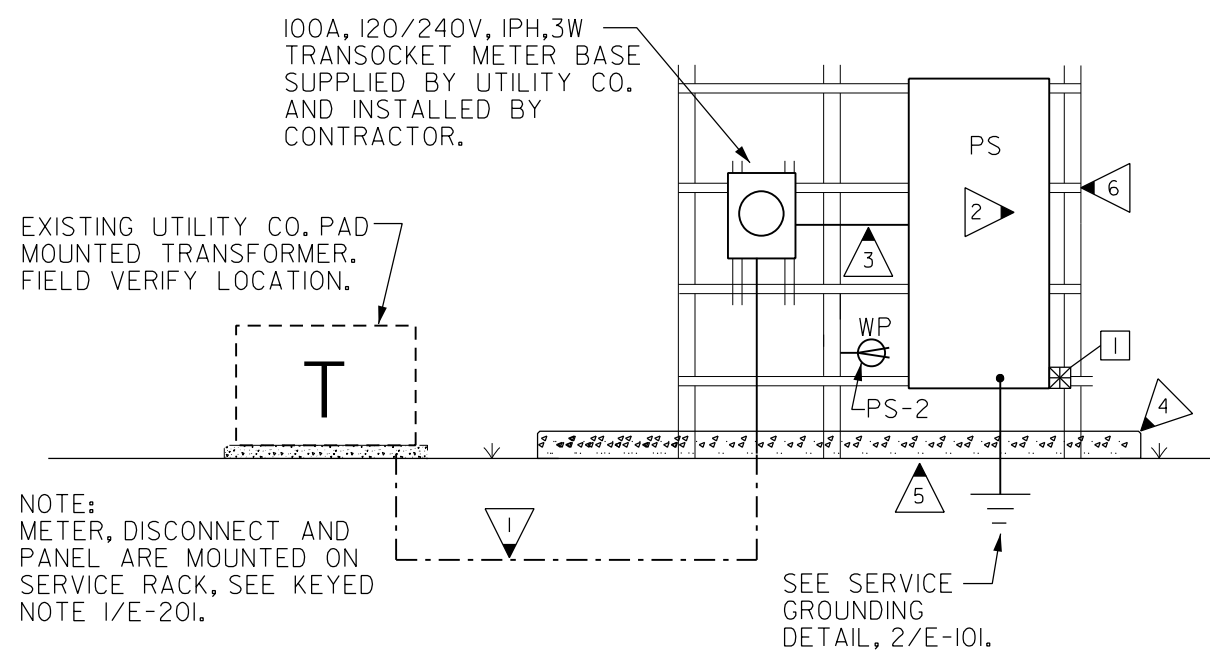
1
E-101
NOT TO SCALE

T.V.S.S.

MAIN SERVICE PANELS, PROVIDE EXTERNALLY MOUNTED 200KA PER MODE TVSS, WITH BREAKER FOR DISCONNECT MEANS AND FACTORY WIRED CONNECTIONS. 4*4, 1-1/4" CONDUIT FOR CONNECTION FROM BREAKER TO TVSS MODULE

KEYED NOTES: (3/E-101 ONLY)

- 3*2, 1/2 IN. C.
- NEMA 4X STAINLESS STEEL ENCLOSURE PANEL.
- 3*2,*6G, 1/2 IN. C.
- CONCRETE HOUSKEEPING PAD: 3 FT. WIDE X 6 IN. HIGH. LENGTH SHALL BE 1 FT. BEYOND EACH END OF BACKBOARD.
- TOP OPERABLE BREAKER AT 72 IN. ABOVE FINISHED GRADE (MAX). PROVIDE 6 IN. X 2 IN. X 3/8 IN. GALVANIZED C-CHANNEL 2 FT. ON CENTER HORIZONTALLY. ALL BOLTS, NUTS AND WASHERS TO BE STAINLESS STEEL.
- PROVIDE 4 IN. X 4 IN. X 3/8 IN. GALVANIZED STEEL I-BEAM VERTICAL SUPPORTS 3 FT. INTO CONCRETE BASE. PROVIDE BEAMS A MAX. OF 3 FT. ON CENTER. POSTS SHALL HAVE CAPS TO PREVENT RAIN.



BID ALTERNATE - PARK SIGN POWER RISER DIAGRAM

3
E-101
NOT TO SCALE

VOLTAGE PHASE I WIRE 3 BUS AMPS	120 240		PANEL		LP		LOCATION		SERVICE RACK	
	100		MAIN AMPS		100		MOUNTING MAIN		NEMA 4X SURFACE BREAKER	
	DESCRIPTION	VOLT AMPS A B	BRKR AMP P	CKT NO	BUS CONN	CKT NO	BRKR AMP P	VOLT AMPS B A	DESCRIPTION	
	BAKETBALL LTS	1050	20	1	A	2	1	20	SPARE	
	SPARE		20	1	3	B	4	1	20	SPARE
	SPACE		1	5	A	6	1	20	SPARE	
	SPACE		1	7	B	8	1	20	RCPTS	
	SPACE		1	9	A	10	1		RCPTS	800
	SPACE		1	11	B	12	1		SPACE	800
	SPACE		1	13	A	14	2	60	TVSS	
	SPACE		1	15	B	16				
TOTALS		1050 0						800 800		
VOLT AMPS	BUS A BUS B TOTAL	1850 800 2650	REMARKS: 4,776 AIC MINIMUM 16 POLE PANEL S.E. RATED PANELBOARD STAINLESS STEEL ENCLOSURE							

LP DEMAND CALCULATIONS			
	CONNECTED LOAD (VA)	DEMAND FACTOR	CALCULATED DEMAND (VA)
TOTAL CONNECTED LOAD (VA)	3,200		
LIGHTING	1,000	1.25	1,250
HVAC	1,000	0	0
HVAC (CONTINUOUS)		1.25	0
LARGEST MOTOR	0	1.25	0
MOTOR LOAD	0	1.00	0
RECEPTACLE (FIRST 10,000 VA)	2,200	1.00	2,200
RECEPTACLE (GREATER THAN 10,000 VA)		0.50	0
WATER HEATER	1,000	0	0
MISC LOADS	1,000	0	0
DEMAND LOAD - VOLT-AMPERES			3,450
DEMAND LOAD - 240V 1-PHASE AMPS			14.4

VOLTAGE PHASE I WIRE 3 BUS AMPS	120 240		PANEL		PS		LOCATION		SERVICE RACK	
	100		MAIN AMPS		100		MOUNTING MAIN		NEMA 4X SURFACE BREAKER	
	DESCRIPTION	VOLT AMPS A B	BRKR AMP P	CKT NO	BUS CONN	CKT NO	BRKR AMP P	VOLT AMPS B A	DESCRIPTION	
	PARK SIGN	1500	20	1	A	2	1	20	RCPTS	200
	SPACE			3	B	4	1	20	SPARE	
	SPACE			1	5	A	6	1	20	SPARE
	SPACE			1	7	B	8	1	20	SPARE
	SPACE			1	9	A	10	1	SPACE	
	SPACE			1	11	B	12	1	SPACE	
	SPACE			1	13	A	14	2	60	TVSS
	SPACE			1	15	B	16			
TOTALS		1500 1500						0 200		
VOLT AMPS	BUS A BUS B TOTAL	1700 1500 3200	REMARKS: 4,776 AIC MINIMUM 16 POLE PANEL S.E. RATED PANELBOARD STAINLESS STEEL ENCLOSURE							

PS DEMAND CALCULATIONS			
	CONNECTED LOAD (VA)	DEMAND FACTOR	CALCULATED DEMAND (VA)
TOTAL CONNECTED LOAD (VA)	3,200		
LIGHTING		1.25	0
HVAC		1.00	0
HVAC (CONTINUOUS)		1.25	0
LARGEST MOTOR		1.25	0
MOTOR LOAD	0	1.00	0
RECEPTACLE (FIRST 10,000 VA)	3,200	1.00	3,200
RECEPTACLE (GREATER THAN 10,000 VA)		0.50	0
WATER HEATER		1.00	0
MISC LOADS		1.00	0
DEMAND LOAD - VOLT-AMPERES			3,200
DEMAND LOAD - 240V 1-PHASE AMPS			13.3

ELECTRICAL DESIGN

EDC
CONSULTANTS, INC.

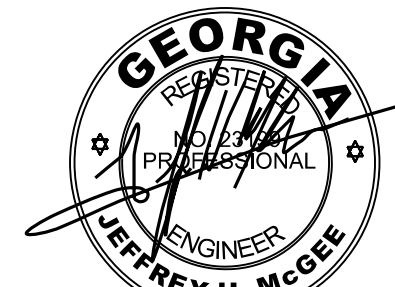
175 NEW ST., STE. 1
MACON, GA 31201
EDC* M24072



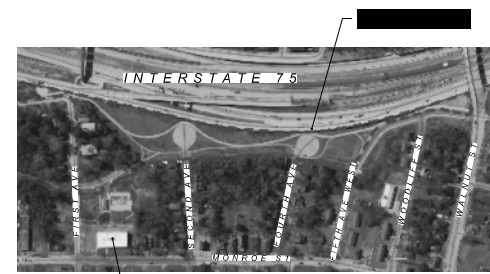
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



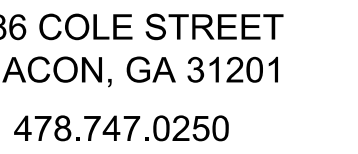
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DATE: OCTOBER 4, 2024

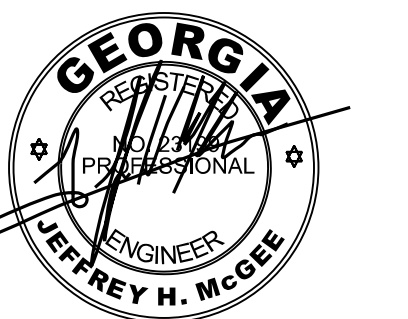
RISER DIAGRAM,
LEGEND
AND SCHEDULES

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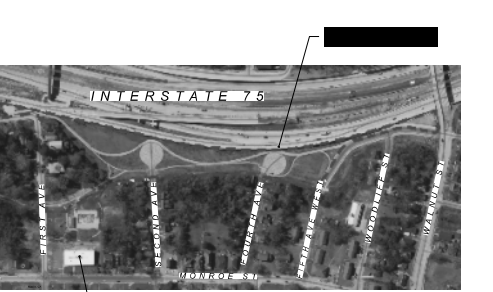
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LINEAR PARK IMPROVEMENTS

MACON, GA
31201

KEY PLAN:



REVISIONS:

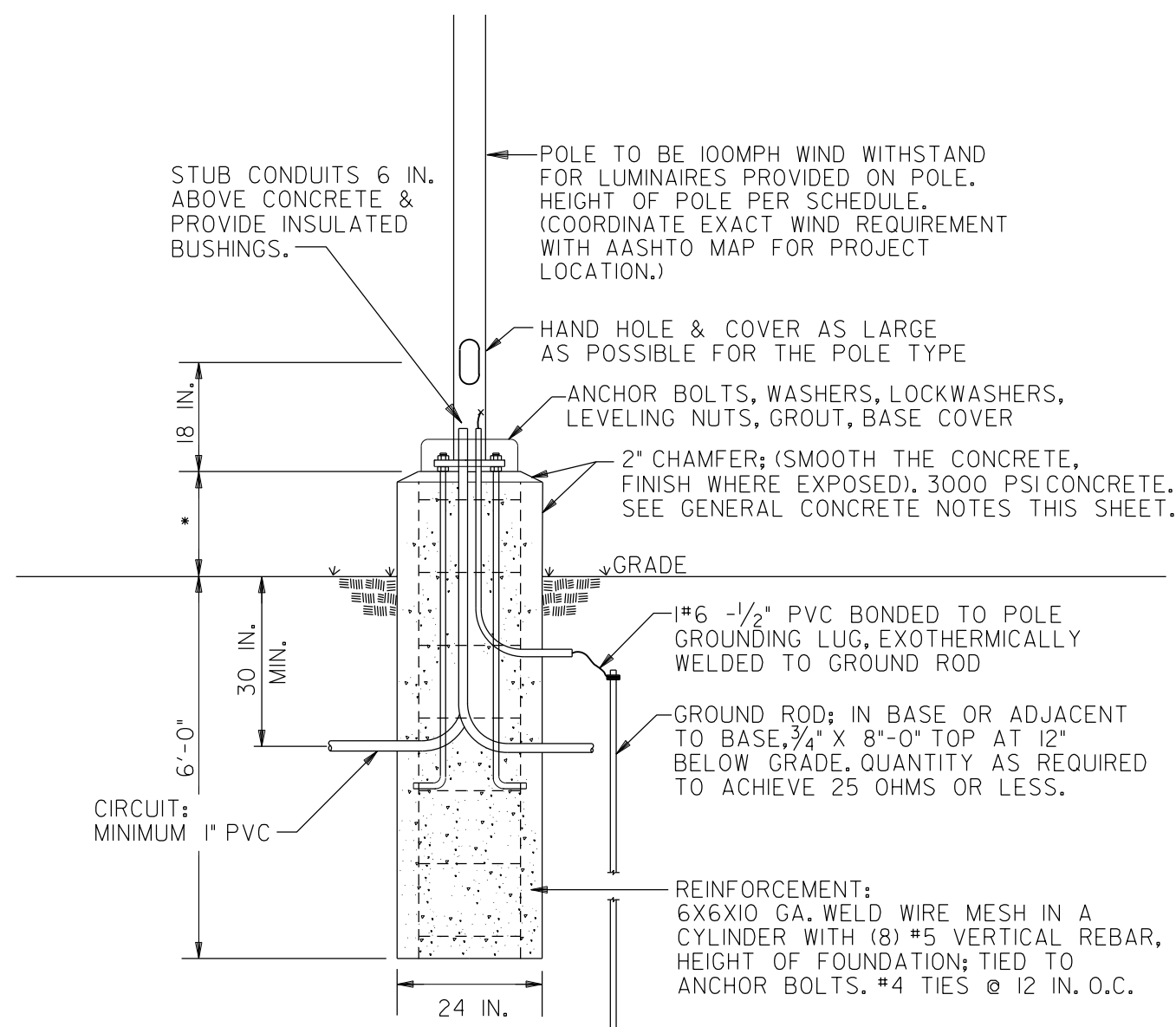
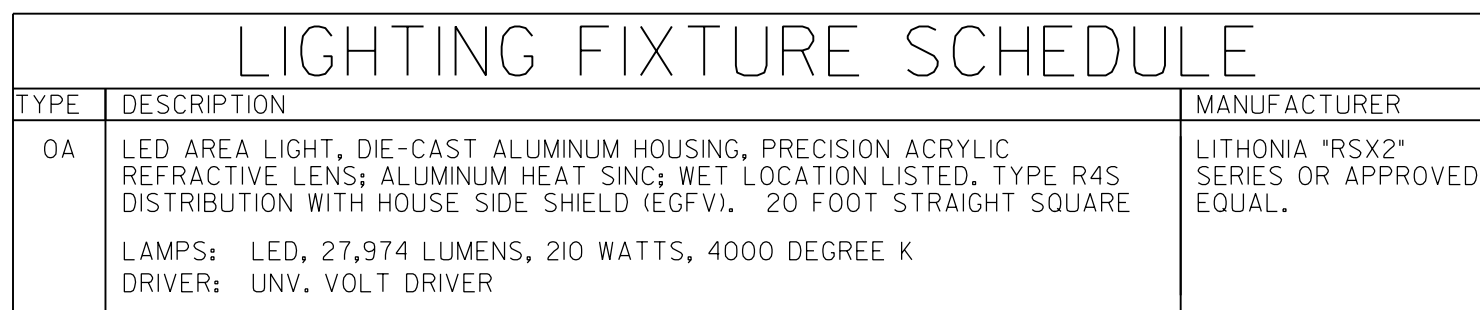
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DATE: OCTOBER 4, 2024

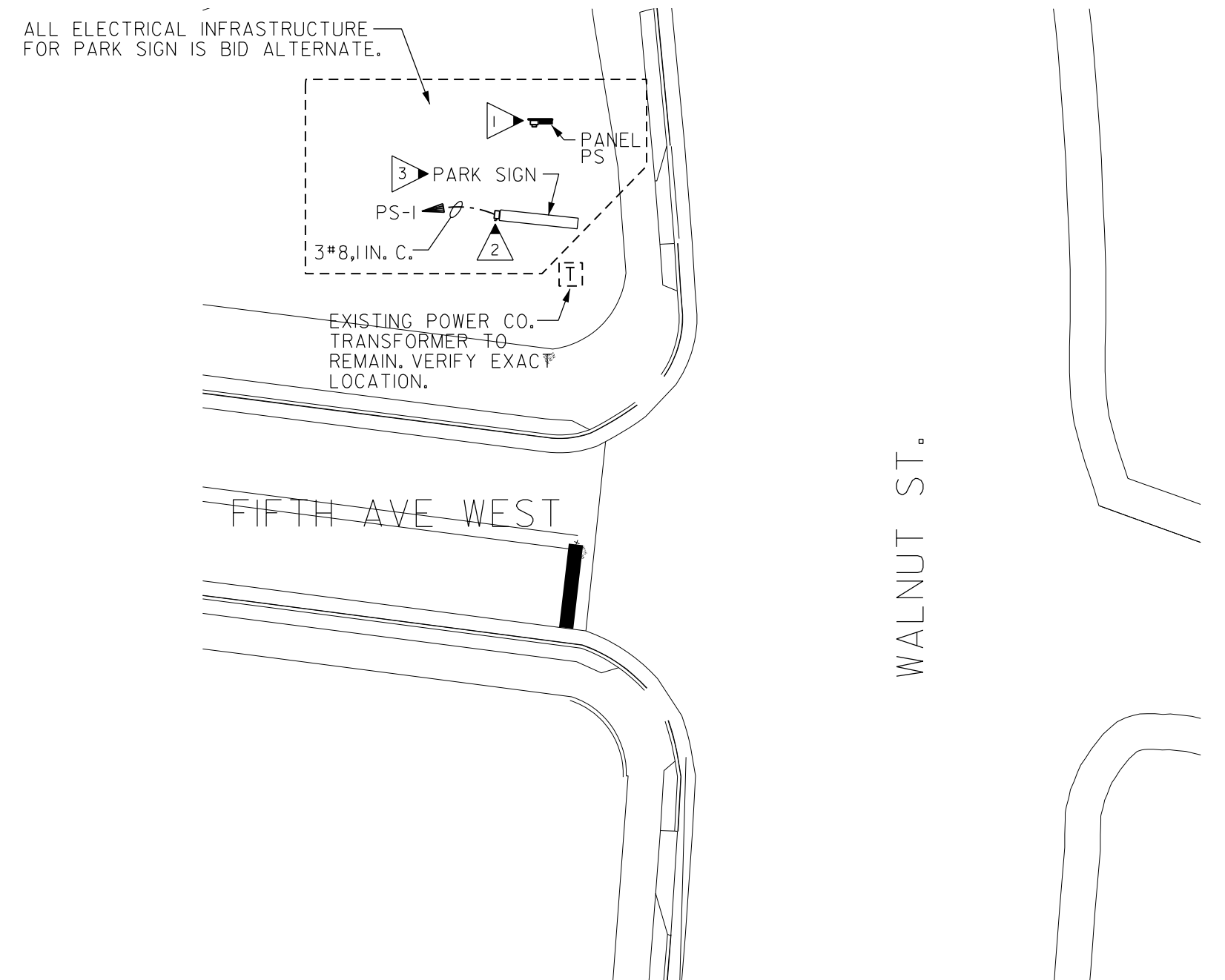
SITE PLAN - ELECTRICAL

SHEET:

E-201



3 POLE BASE DETAIL (TYPICAL)
E-201 NOT TO SCALE



2 SITE PLAN - PARK SIGN
E-201 SCALE: 1"=20'-0"

KEYED NOTES: (THIS SHEET ONLY)

- ▶ NEMA 4X PANEL 240V/120V/1PH AND METER MOUNTED ON SERVICE RACK. SEE DETAIL 1/E-10/IANI AND 3/E-10/ANII RESPECTIVELY.
- ▶ PROVIDE 30A/2P/3R DISCONNECT FOR SIGN CONTROL OF SIGN PROVIDED WITH UNIT. SEE KEYED NOTE 3. PROVIDE SUPPLEMENTAL GROUND ROD AT THIS LOCATION.
- ▶ COORDINATE EXACT LOCATION OF SIGN, CONNECTIONS AND POWER REQUIREMENTS PRIOR TO ANY WORK. ADJUST BRANCH CIRCUITRY PER 2020 NEC.
- ▶ COORDINATE EXACT LOCATION OF POWER COMPANY TRANSFORMER WITH POWER COMPANY, ARCHITECT AND CIVIL ENGINEER.
- ▶ EXISTING ACORN TOP PEDESTRIAN LIGHTING FIXTURES TO BE DISCONNECTED, REMOVED AND STORED FOR FUTURE USE. PACK FIXTURES SUCH THAT THEY WILL NOT BE DAMAGED DURING STORAGE. COORDINATE WITH OWNER AND ARCHITECT REQUIREMENTS AND OPTIONS FOR STORAGE. REMOVE CONDUCTORS BACK TO SOURCE (IF APPLICABLE) ENSURING DOWNSTREAM LIGHTING FIXTURES NOT BEING REMOVED REMAIN IN PROPER WORKING CONDITION. REMOVE THE CONCRETE POLE BASE IF PRESENT.
- ▶ GFCI DUPLEX RECEPTACLE WITH STAINLESS STEEL WHILE IN USE COVER MOUNTED TO PAVILION COLUMN.
- ▶ (O) IN. EMPTY CONDUIT WITH PULL STRING FOR FUTURE PAVILION LIGHTING. STUB UP, CAP AND LABEL NEXT TO PAVILION COLUMN.
- ▶ SEE POLE BASE DETAIL 3/E-20I.
- ▶ PROVIDE 24 HOUR PROGRAMMABLE TIMER FOR CONTROL OF BASKETBALL COURT LIGHTING. TIMER TO BE IN A NEMA 4X ENCLOSURE MOUNTED ON SERVICE RACK. PROVIDE AN OVERRIDE SWITCH FOR MAINTENANCE. COORDINATE WITH ARCHITECT AND OWNER PRIOR TO ROUGH-IN.
- ▶ 3" ID, 3/4 IN. CONDUIT THROUGH OUT BRANCH CIRCUIT.

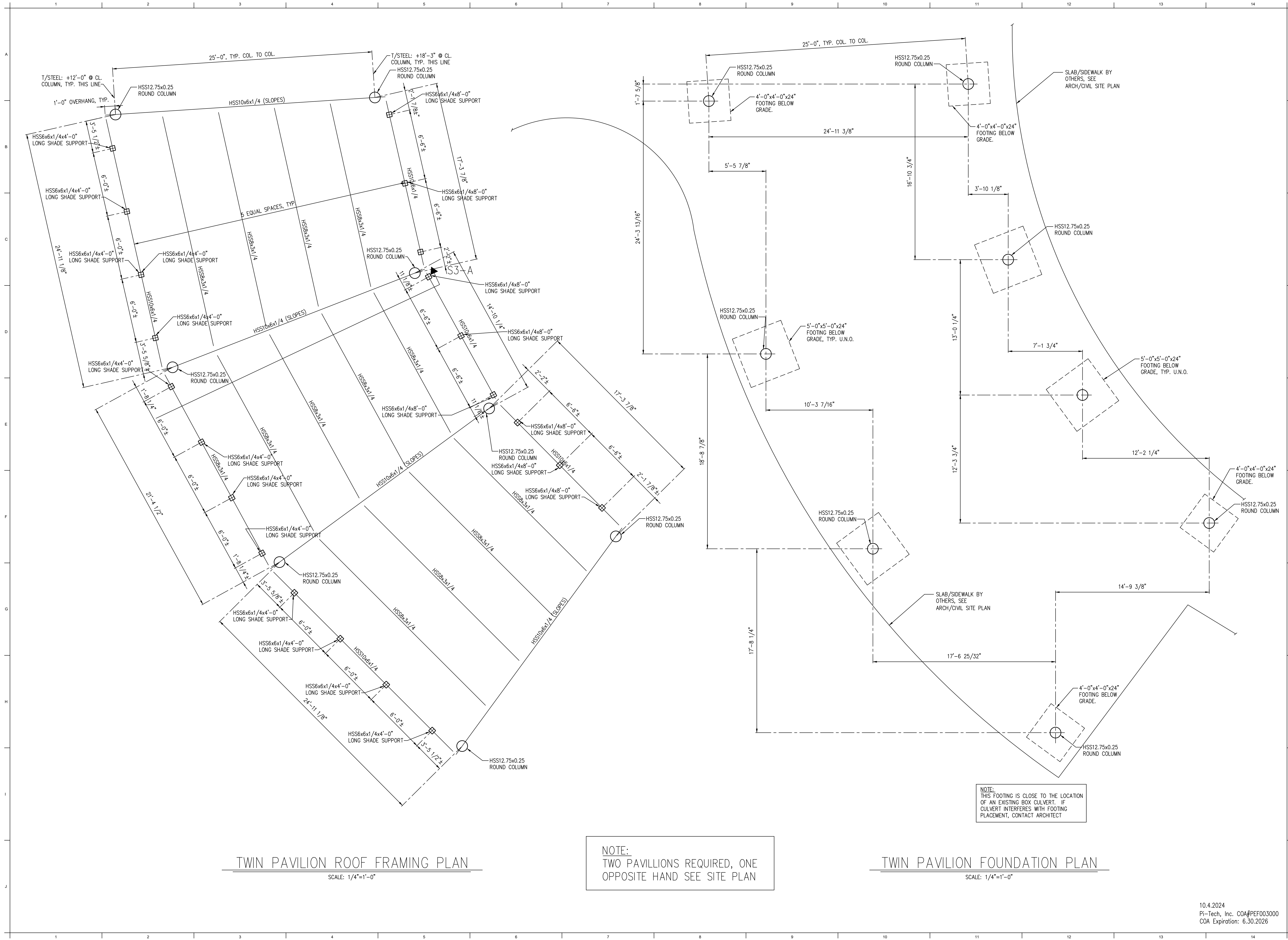
GENERAL NOTES:

- A. SURVEY AND SITE INFORMATION PROVIDED BY OTHERS. VERIFY ALL CONDITIONS ON SITE AND WITH OFFICIAL SURVEYS AND OTHER TRADES.
- B. CALL UNDERGROUND UTILITY CENTER AND VERIFY ALL UNDERGROUND UTILITIES.
- C. UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, SCHEDULE 80 WHERE REQUIRED BY 2020 NEC.
- D. COORDINATE WITH SERVING UTILITY COMPANIES FOR EXACT SERVICE LOCATIONS. CONTRACTOR SHALL PAY ALL ADDITIONAL COSTS TO PROVIDE SERVICES SHOWN.
- E. PROVIDE HAND-HOLES AS REQUIRED BY 2020 NEC FOR UNDERGROUND FEEDERS SHOWN.

ELECTRICAL DESIGN



175 NEW ST.,STE.1
MACON, GA 31201
EDC* M24072



986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201

STRUCTURAL DESIGN BY
PI-TECH, INC.



KEY PLAN:

REVISIONS:		
#	DATE	DESCRIPTION

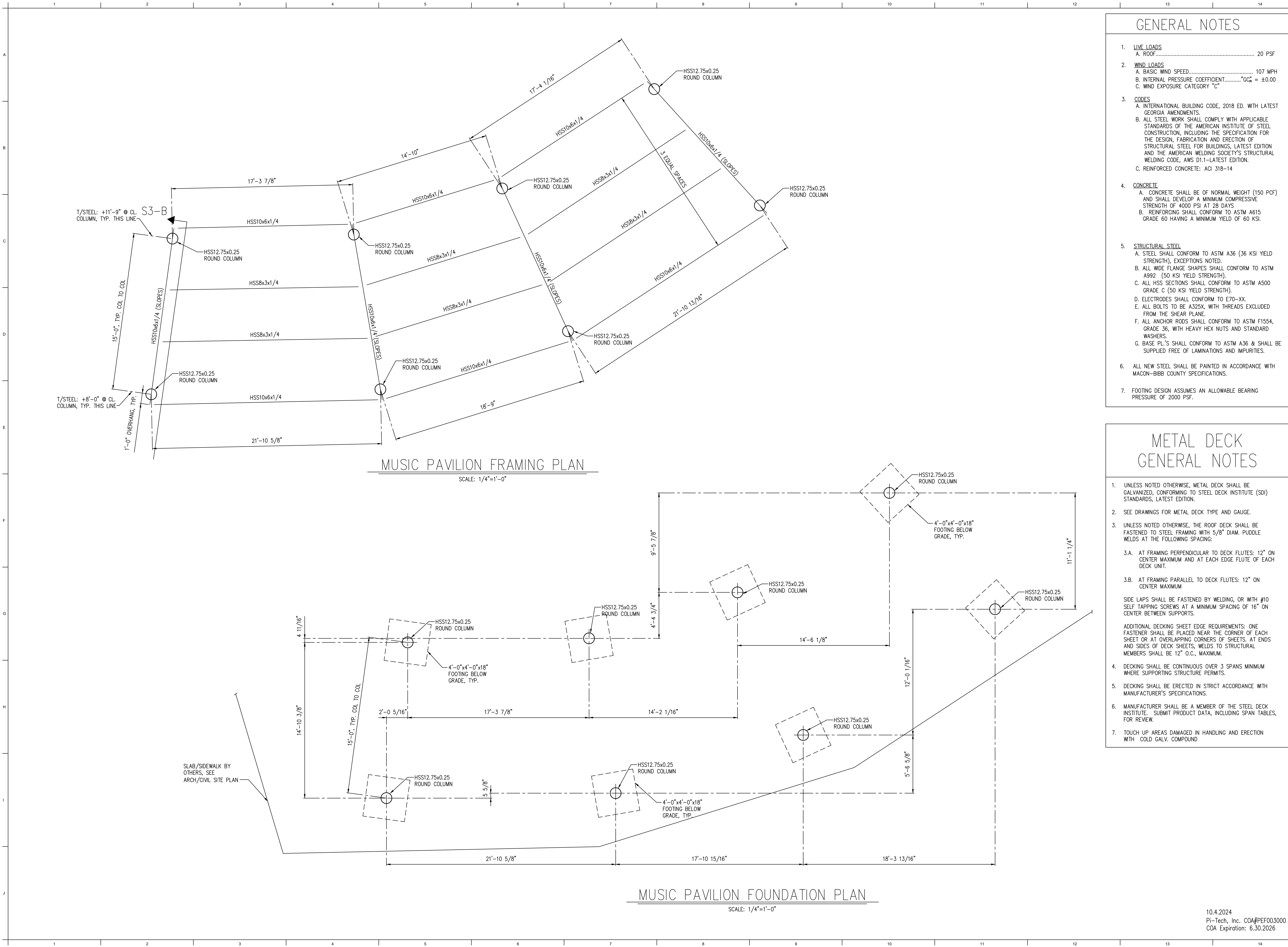
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TWIN PAVILION FOUNDATION
& FRAMING PLANS

SHEET:

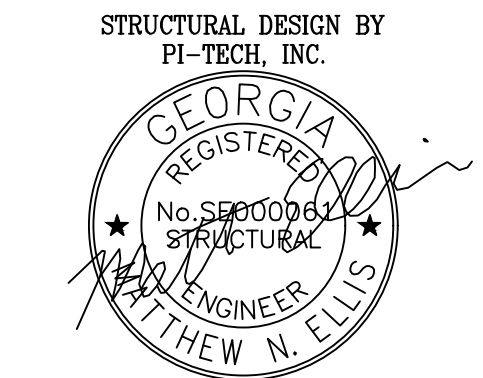
S1

10.4.2024
Pi-Tech, Inc. COA#PEF003000
COA Expiration: 6.30.2026



LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:

REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

MUSIC PAVILION FOUNDATION
& FRAMING PLANS

SHEET:

S2



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478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201

STRUCTURAL DESIGN BY
PI-TECH, INC.



KEY PLAN:

REVISIONS:		
#	DATE	DESCRIPTION

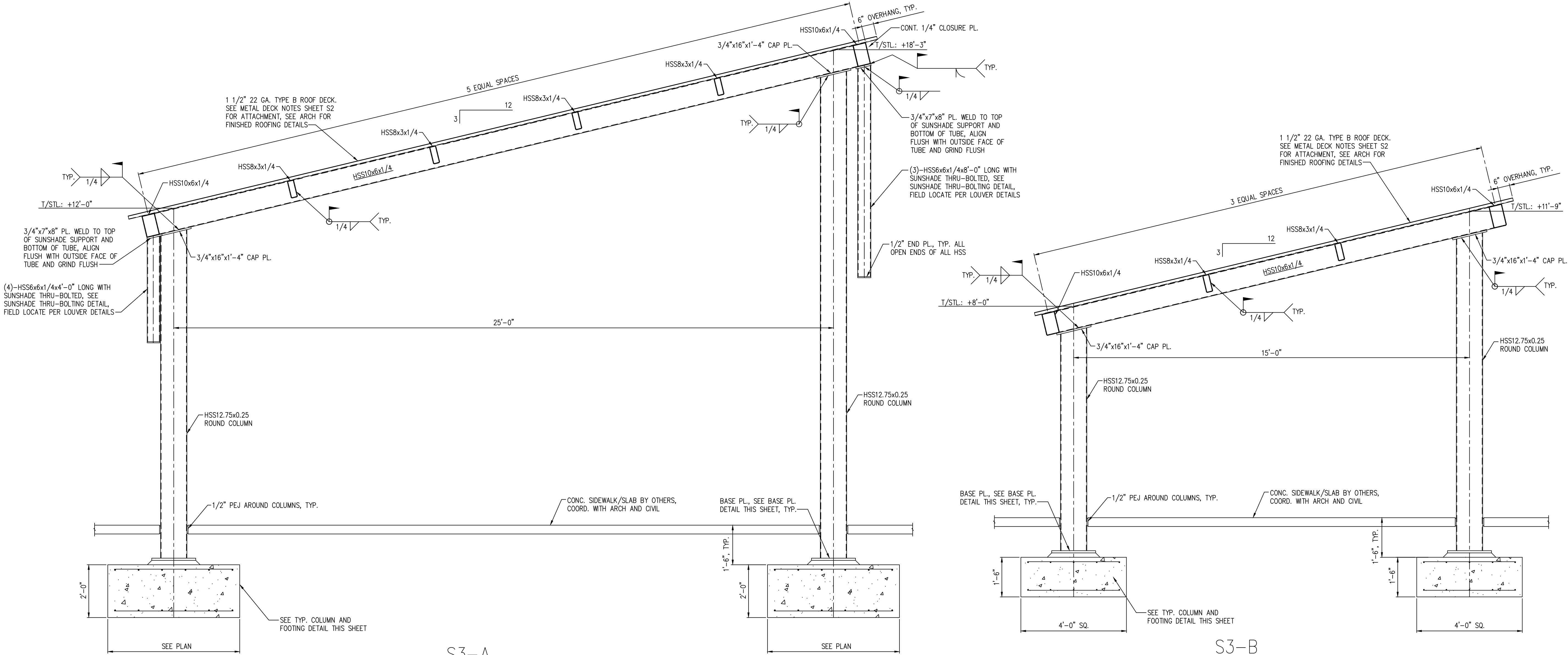
DATE: OCTOBER 4, 2024

PAVILION SECTIONS
AND DETAILS

SHEET:

S3

10.4.2024
Pi-Tech, Inc. COA#PEF003000
COA Expiration: 6.30.2026

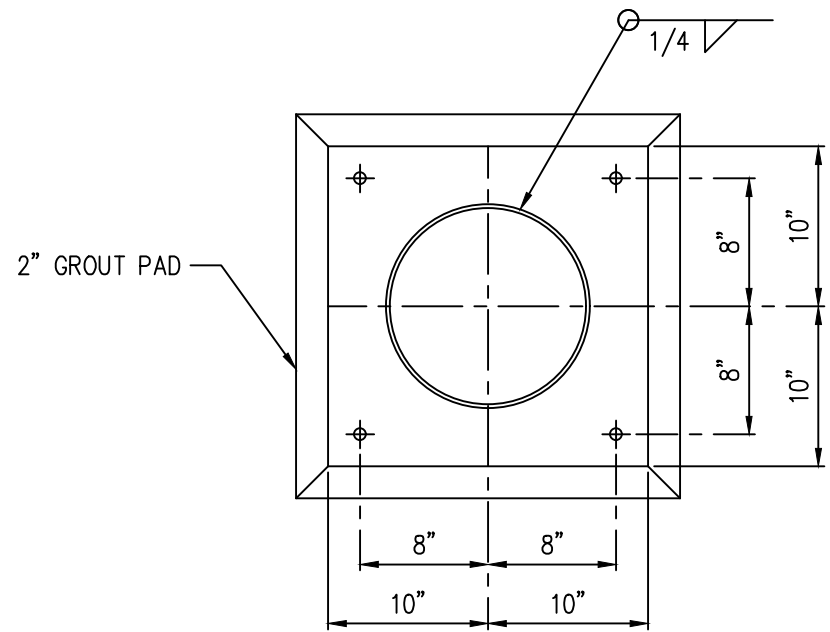


S3-A

SCALE: 1/2"=1'-0"

S3-B

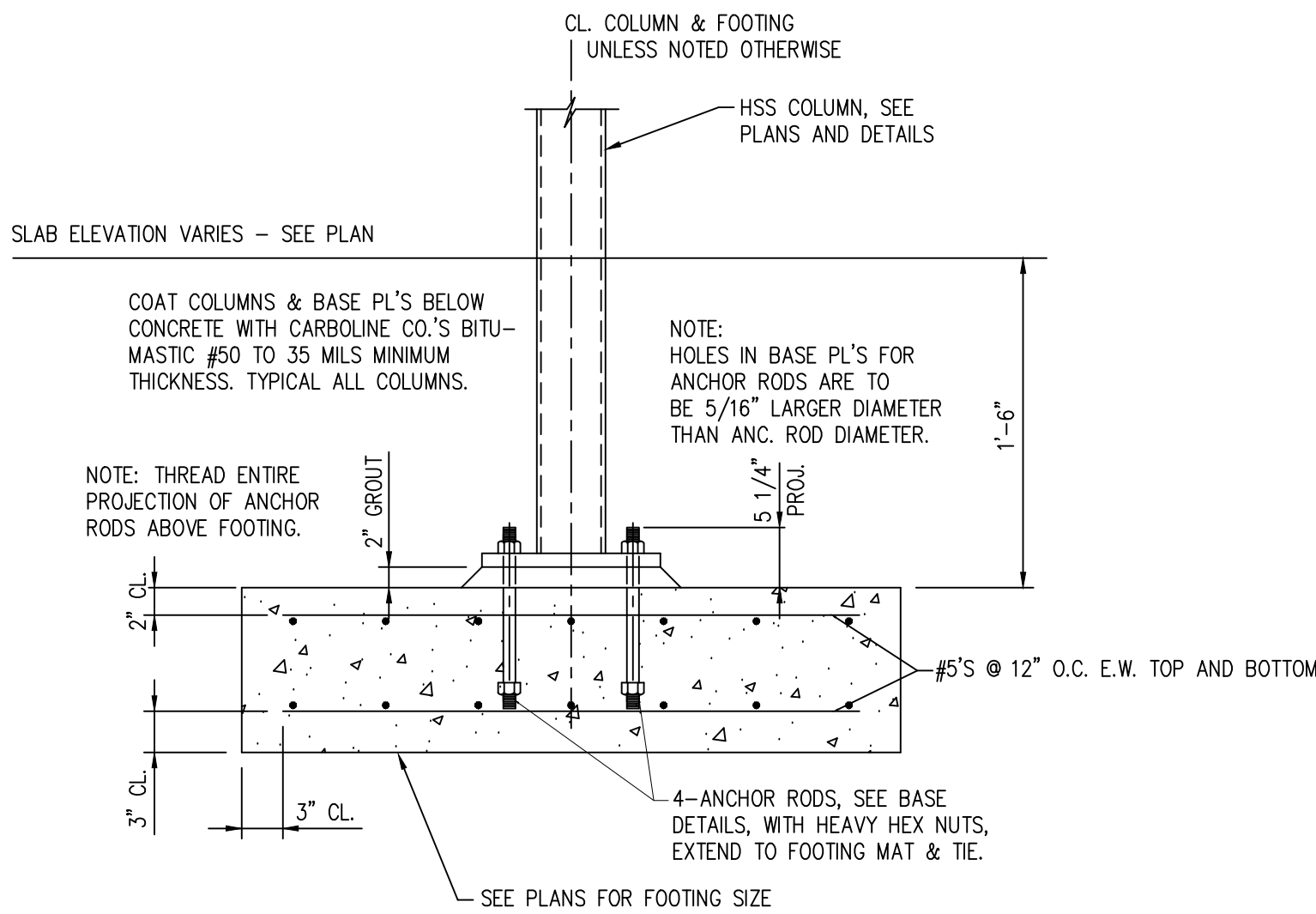
SCALE: 1/2"=1'-0"



HSS12.75x0.25 ROUND COLUMN
BASE PL. 1"x20"x1'-8"
(4)-3/4"Ø ANCHOR RODS EMBEDDED 12"
WITH HEAVY HEX NUTS AND WASHERS

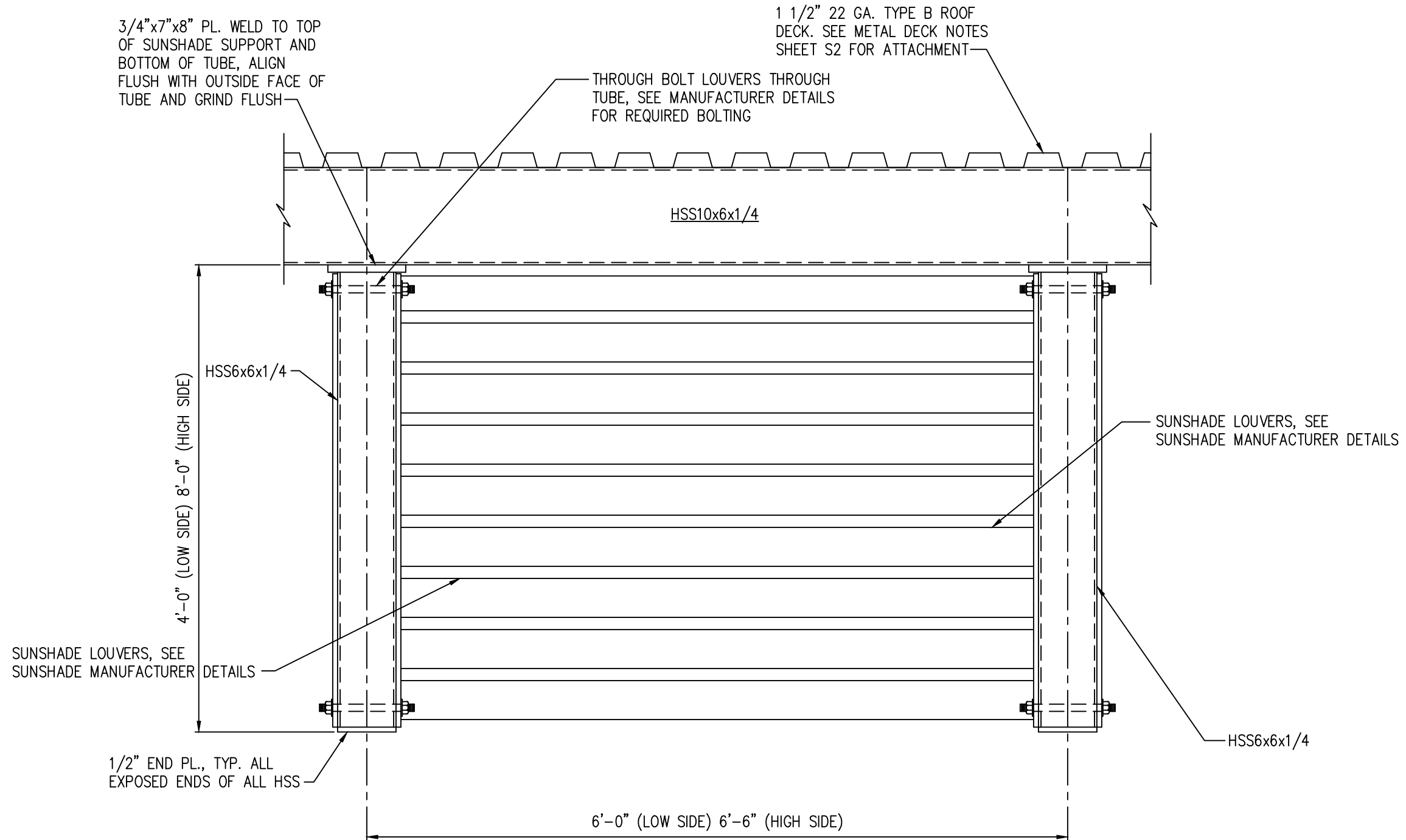
BASE PLATE DETAIL

SCALE: 1"=1'-0"



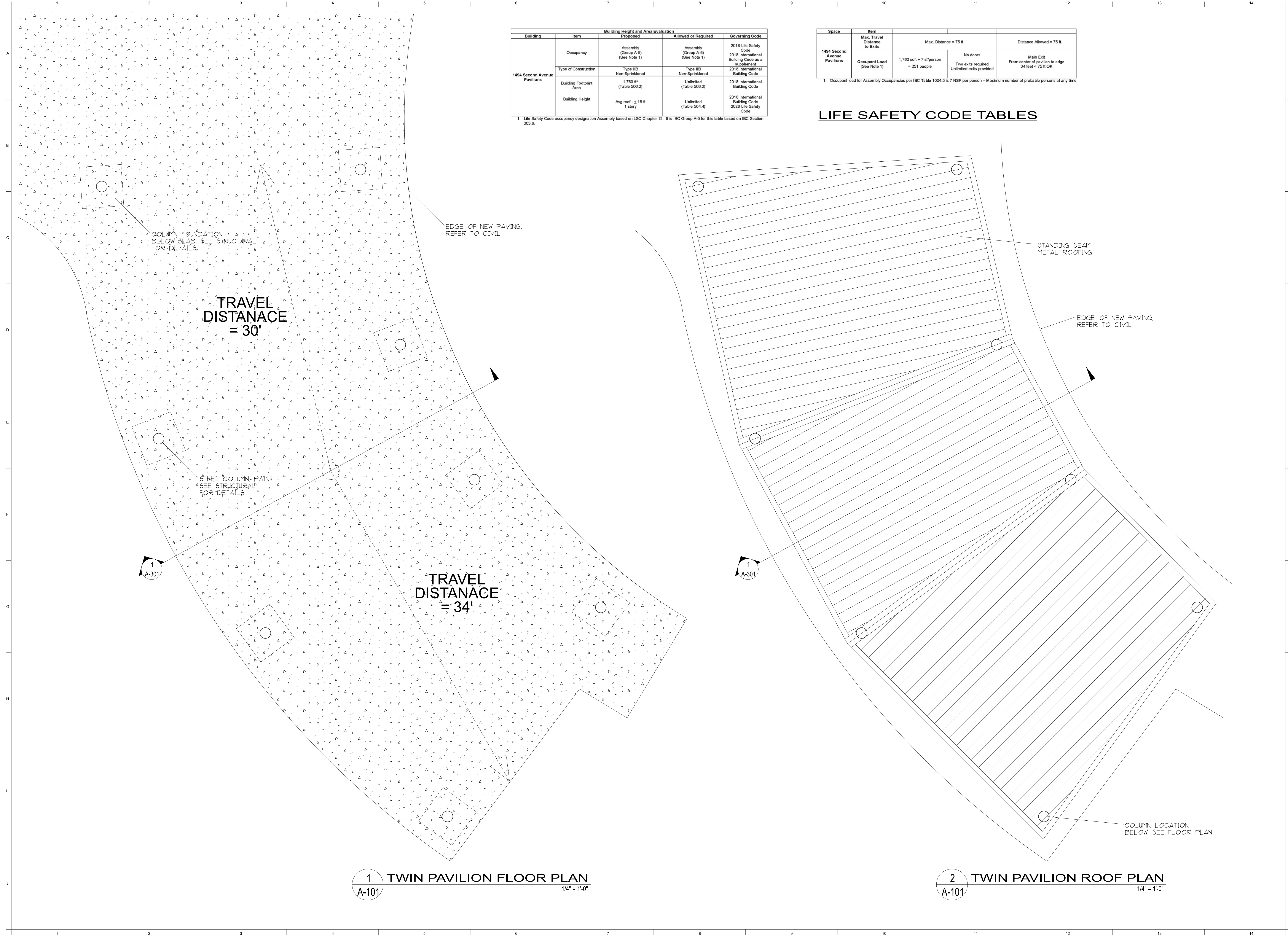
TYPICAL COLUMN & FOOTING

NO SCALE



SUNSHADE BOLTING DETAIL

NO SCALE



Building Height and Area Evaluation				
Building	Item	Proposed	Allowed or Required	Governing Code
1494 Second Avenue Pavilions	Occupancy	Assembly (Group A-5) (See Note 1)	Assembly (Group A-5) (See Note 1)	2018 Life Safety Code 2018 International Building Code as a supplement
	Type of Construction	Type IIB Non-Sprinklered	Type IIB Non-Sprinklered	2018 International Building Code
	Building Footprint Area	1,760 sq ft (Table 505.2)	Unlimited (Table 505.2)	2018 International Building Code
	Building Height	Avg roof ± 15 ft 1 story	Unlimited (Table 504.4)	2018 International Building Code 2028 Life Safety Code

1. Life Safety Code occupancy designation Assembly based on IBC Chapter 12. It is IBC Group A-5 for this table based on IBC Section 303.6.

Space	Item	Max. Distance = 75 ft.		Distance Allowed = 75 ft.
1494 Second Avenue Pavilions	Max. Travel Distance to Exits	Max. Distance = 75 ft.		Distance Allowed = 75 ft.
	Occupant Load (See Note 1)	1,760 sq ft = 7 sq ft/person = 251 people	No doors Two exits required Unlimited exits provided	Main Exit From center of pavilion to edge 34 feet < 75 ft OK

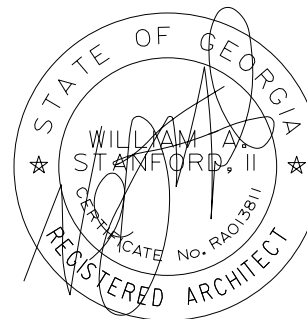
1. Occupant load for Assembly Occupancies per IBC Table 1004.5 is 7 NSF per person – Maximum number of probable persons at any time.

LIFE SAFETY CODE TABLES

LINEAR PARK IMPROVEMENTS

986 COLE STREET
MACON, GA 31201
478.747.0250

MACON, GA
31201



KEY PLAN:

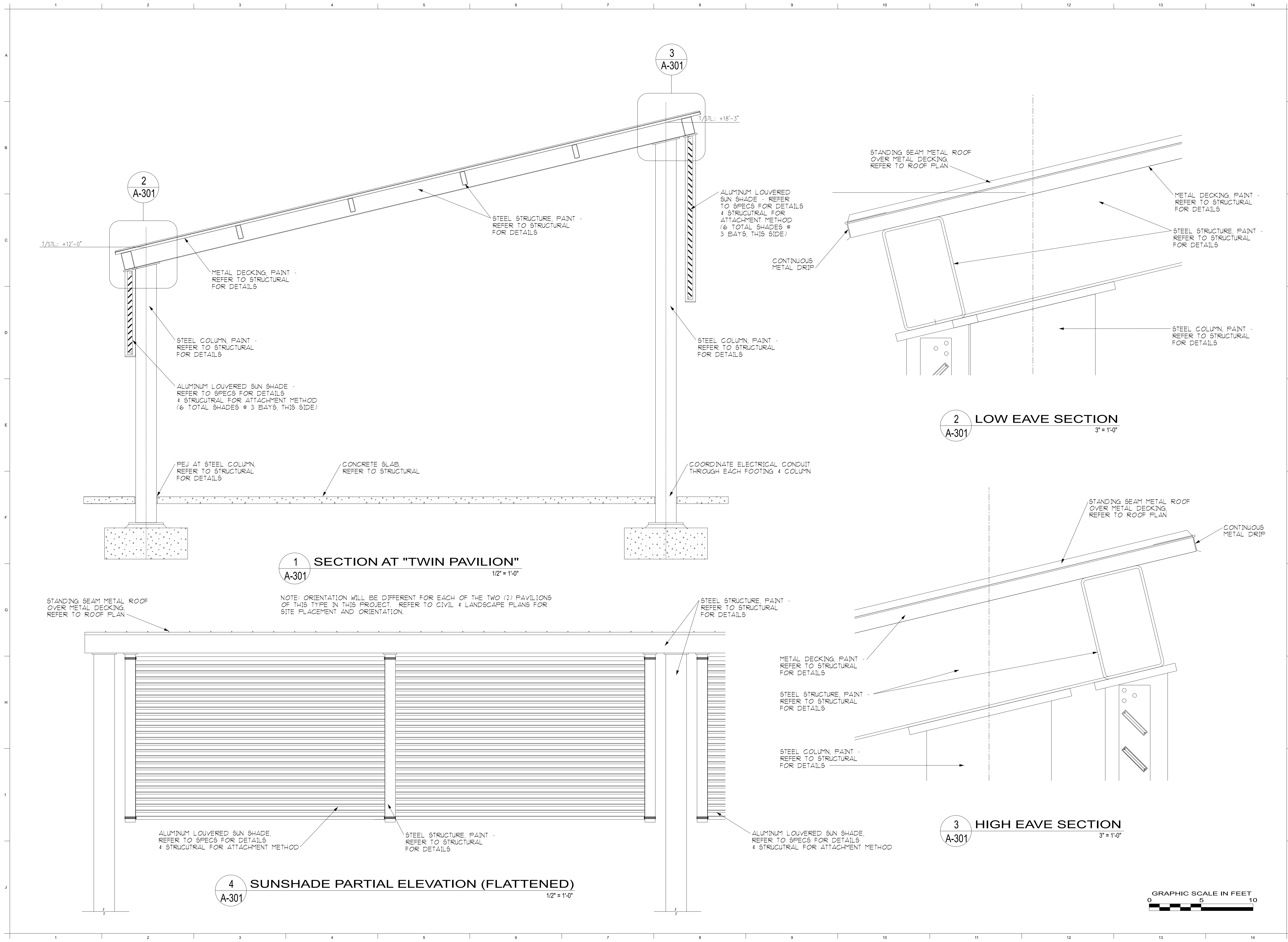
REVISIONS:		DESCRIPTION
#	DATE	

DATE: OCTOBER 4, 2024

TWIN PAVILION
FLOOR & ROOF
PLANS

SHEET:

A-101



LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:

REVISIONS:		DESCRIPTION
#	DATE	

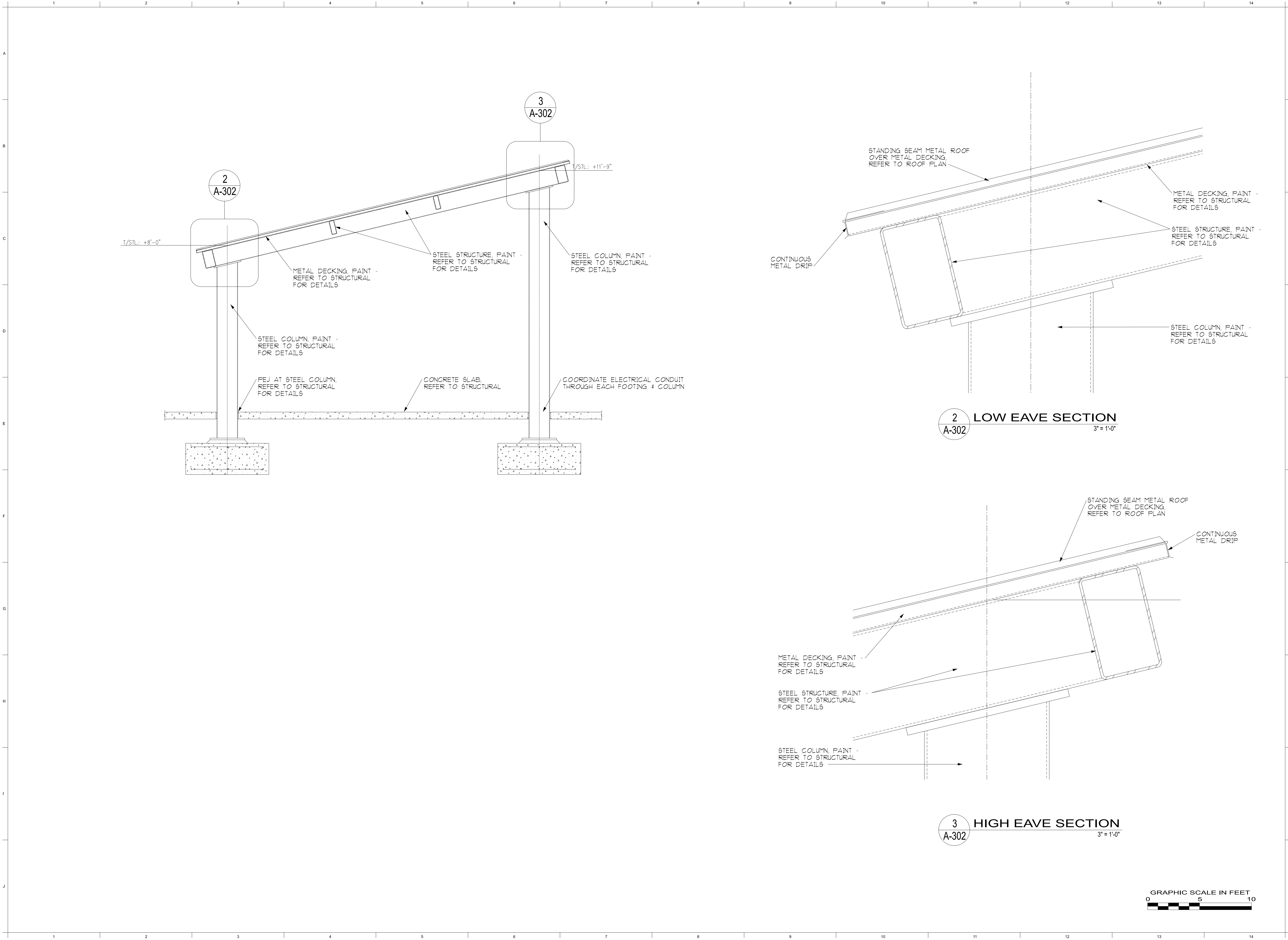
DATE: OCTOBER 4, 2024

TWIN PAVILIONS
SECTION

SHEET:

A-301

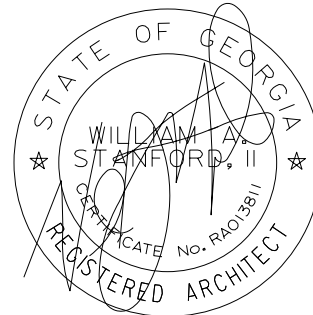




986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:

REVISIONS:		
#	DATE	DESCRIPTION

DATE: OCTOBER 4, 2024

MUSIC PAVILION
SECTION

SHEET:

A-302



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

January 8, 2025

REVISED ADDENDUM # 5

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-LH, Linear Park Improvements

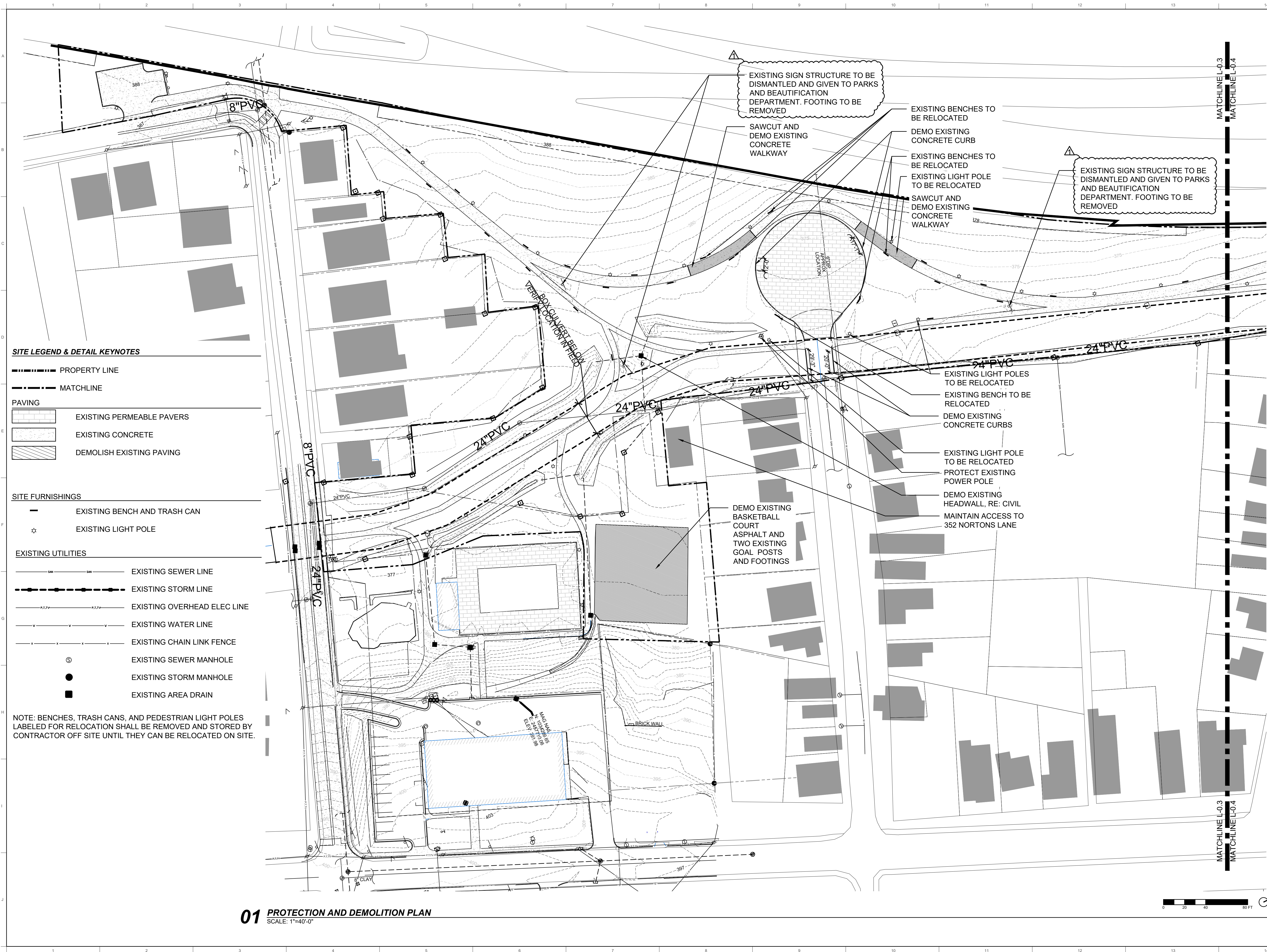
The Invitation for Bids, referenced above, is modified as follows:

1. See Attachment D revised drawing/specifications for Linear Park Improvements.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



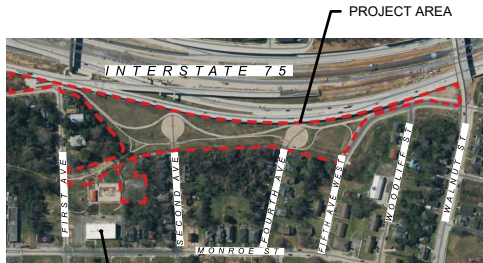
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



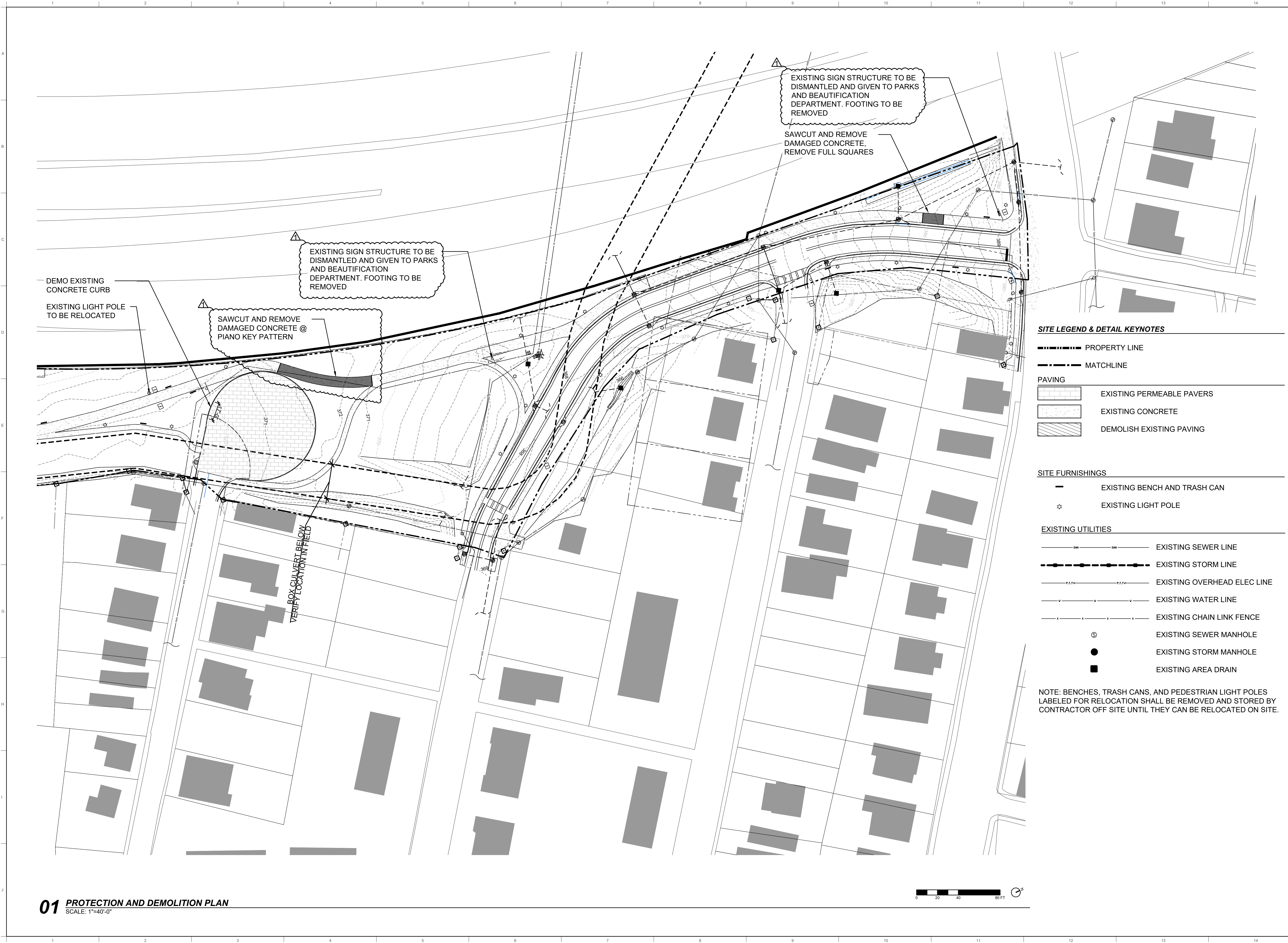
REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

PROTECTION &
DEMOLITION PLAN

SHEET:

L0.2



01 PROTECTION AND DEMOLITION PLAN
SCALE: 1"=40'-0"

SITE LEGEND & DETAIL KEYNOTES

- PROPERTY LINE
- MATCHLINE

PAVING

- EXISTING PERMEABLE PAVERS
- EXISTING CONCRETE
- DEMOLISH EXISTING PAVING

SITE FURNISHINGS

- EXISTING BENCH AND TRASH CAN
- EXISTING LIGHT POLE

EXISTING UTILITIES

- EXISTING SEWER LINE
- EXISTING STORM LINE
- EXISTING OVERHEAD ELEC LINE
- EXISTING WATER LINE
- EXISTING CHAIN LINK FENCE
- EXISTING SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING AREA DRAIN

NOTE: BENCHES, TRASH CANS, AND PEDESTRIAN LIGHT POLES LABELED FOR RELOCATION SHALL BE REMOVED AND STORED BY CONTRACTOR OFF SITE UNTIL THEY CAN BE RELOCATED ON SITE.

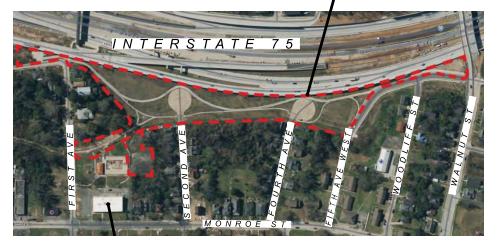
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

PROTECTION &
DEMOLITION PLAN

SHEET:

L0.3

MATCHLINE L-1.1
MATCHLINE L-1.2

INTERSTATE WALL
REPLACE EXISTING
PIANO KEY DESIGN IN
CONCRETE. SAWCUT
PIANO KEY DESIGN IN
NEW CONCRETE AND
PAINT KEYS WITH
STREET BOND BLACK
AND WHITE PAVING
GRADE PAINT AND
SEALANT
RELOCATED EXISTING
PEDESTRIAN LIGHT
PET WASTE
STATION RE:
02/L3.0

ENLARGEMENT PLAN
RE: L1.4

FILL AND HAND TAMP SOIL IN
BETWEEN SIDEWALK AND
BACK OF CURB WHERE IS HAS
WASHED OUT FOR PROPOSED
SOD. SEE PLANTING PLAN

PET WASTE
STATION RE:
02/L3.0

STANDARD PARKS AND
BEAUTIFICATION DEPARTMENT
SIGN. INCLUDE ALTERNATE TO
ADD LIGHTING AND
ELECTRICAL PANEL RE: ELEC
DWGS TO SIGN

PROPOSED CONCRETE
SIDEWALK REPLACEMENT
WHERE DAMAGED CONCRETE
IS REMOVED. MATCH EXISTING
GRADE AND THICKNESS

WALNUT ST

WOODLIFF ST

FIFTH AVE WEST

FOURTH AVE

BOX CULVERT BELOW
VERIFY LOCATION IN FIELD

SITE LEGEND & DETAIL KEYNOTES

- PROPERTY LINE
--- MATCHLINE
--- PROPOSED WATER LINE
--- PROPOSED ELECTRICAL LINE

PAVING

- EXISTING PAVERS
EXISTING CONCRETE
PROPOSED CONCRETE PAVING RE: CIVIL
PROPOSED ASPHALT PAVING RE: CIVIL
ARTIFICIAL TURF RE: 01/L3.0
ENGINEERED WOOD FIBER - ALT RE: 04/L3.4

SITE FURNISHINGS

- EXISTING BENCH AND TRASH CAN
EXISTING LIGHT POLE
PICNIC TABLE RE: 03/L3.3

PLANTING

- PROPOSED TREES AND SHRUBS
- SEE PLANTING PLANS

EXISTING UTILITIES

- EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING OVERHEAD ELEC LINE
EXISTING WATER LINE
EXISTING CHAIN LINK FENCE
EXISTING SEWER MANHOLE
EXISTING AREA DRAIN



01 LAYOUT AND MATERIALS PLAN
SCALE: 1"=40'-0"

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



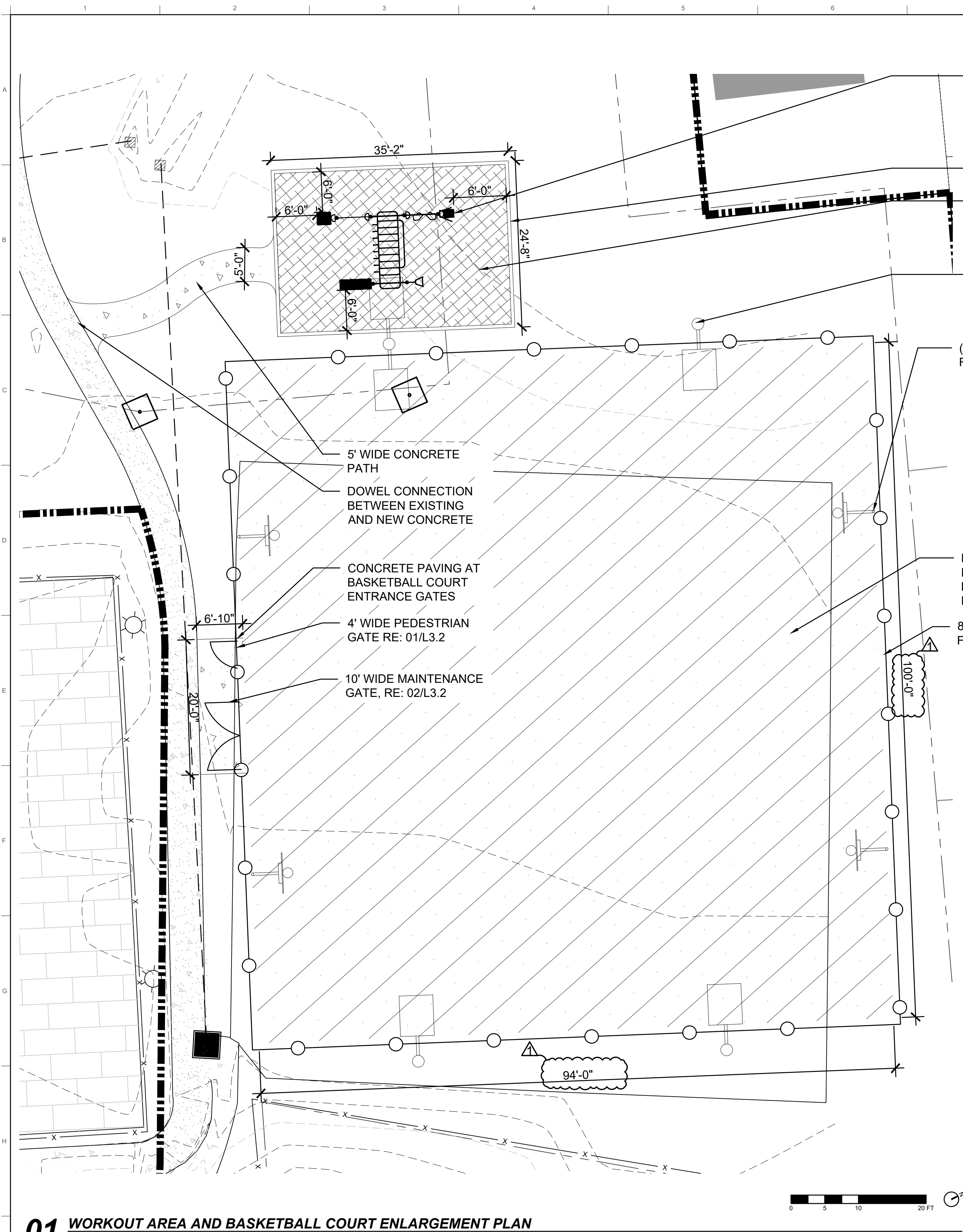
REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

LAYOUT AND
MATERIALS PLAN

SHEET:

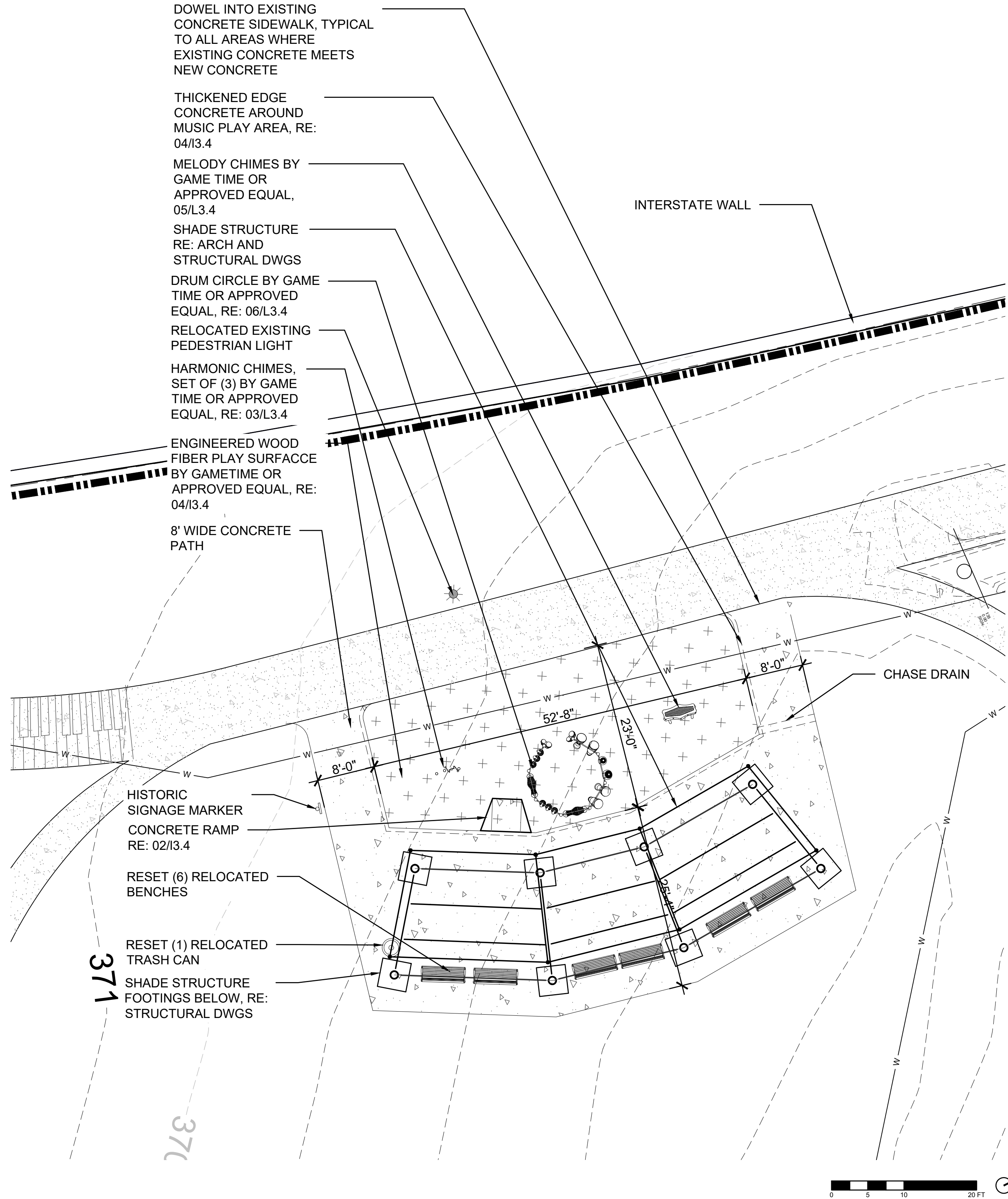
L1.2



- T REX 6 POST
WORKOUT STATION
AND FOOTINGS BY
MOVE STRONG OR
APPROVED EQUAL, RE:
04/L3.1
- CONCRETE CURB, RE:
01/L3.0
- ARTIFICIAL TURF BY
MOVE STRONG OR
APPROVED EQUAL, RE:
DETAIL 01/L3.0
- (3) SINGLE HEAD LIGHT
POLES, (1) DOUBLE
HEAD LIGHT POLE, RE:
ELEC
- (4) NEW GOAL POSTS,
RE: 04/L3.2

- RESURFACED AND
RESTRIPEB
BASKETBALL COURTS,
RE: CIVIL
- 8' HIGH CHAIN LINK
FENCE , RE: 03/L3.2

01 WORKOUT AREA AND BASKETBALL COURT ENLARGEMENT PLAN
SCALE: 1"=10'-0"



02 MUSIC PLAY ENLARGEMENT PLAN - ALTERNATE
SCALE: 1"=10'-0"

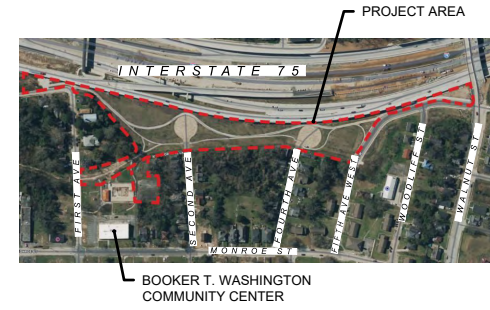
NOTE: BASE BID SHOULD INCLUDE GRADING PER CIVIL PLANS, TURF SOD AND IRRIGATION FOR THE AREA.
ALTERNATE PRICING SHOULD INCLUDE MUSIC PLAY EQUIPMENT AND FOORINTGS PER MANUFACTURER RECOMMENDATIONS, CONCRETE
PAVING WITH THICKENED EDGE, CONCRETE RAMP, ENGINEERED WOOD FIBER PLAY SURFACING, SHADE PAVILION WITH FOOTINGS PER
ARCH AND STRUCTURAL DWGS, RELOCATING EXISTING BENCHES AND TRASH CAN

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS



KEY PLAN:



REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

ENLARGEMENT
PLANS

SHEET:

L1.4

IRRIGATION NOTES:
REFERENCE CIVIL PLANS FOR MAIN LINE INFORMATION.

INCLUDES THE DESIGN AND INSTALLATION OF A FULLY AUTOMATED SPRINKLER AND DRIP IRRIGATION SYSTEM THAT WILL COVER ALL NEW AND EXISTING TURF AND TREE AREAS.

THIS WILL INCLUDE IRRIGATION METER, RPZ BACKFLOW PREVENTER, MAIN LINE, LATERAL LINES, POP-UP SPRAY AND ROTORS FOR TURF AREA (30' MAX DISTANCE BETWEEN ROTERS), SLEEVING BETWEEN BEDS AND DRIP IRRIGATION AND SOAKER HOSES FOR TREES. INCLUDE A NEW CONTROLLER AND RAIN SENSOR TO SHUT OFF THE SYSTEM IN THE EVENT OF RAINFALL.

INCLUDE A FLOW SENSOR AND MASTER VALVE TO FACILITATE THE EASE OF SHUT OFF IN THE EVENT OF A MAINLINE PIPE BREAK FOR EACH POINT OF CONNECTION. INCLUDE ISOLATION GATE VALVES TO FACILITATE MAINTENANCE AND REPAIRS FOR DIFFERENT SECTIONS.

ALL IRRIGATION COMPONENTS SHALL BE COMMERCIAL GRADE. ROTORS SHALL BE HUNTER 1-20 STAINLESS STEEL OR APPROVED EQUAL.

CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

01 PLANTING PLAN
SCALE: 1"=40'-0"

PLANT SCHEDULE

TREES	QTY	BOTANICAL/COMMON NAME	SIZE
	12	BETULA NIGRA/RIVER BIRCH 'DURAHEAT' MULTI-STEM	12' HT
	5	CARYA ILLINOIENSIS/PECAN 'ELLIOTT'	3" CAL
	5	DIOSPYROS VIRGINIANA/PERSIMMON	2" CAL
	4	ERIOBOTRYA JAPONICA/LOQUAT	2" CAL
	2	FICUS CARICA/FIG 'BROWN TURKEY'	8' HT
	12	ILEX OPACA/AMERICAN HOLLY 'DAN FENTON'	12' HT
	8	LAGERSTROEMIA/CREPE MYRTLE 'NATCHEZ' MULTI-STEM	12' HT
	40	PINUS ECHINATA/SHORTLEAF PINE	10' HT
	12	QUERCUS VIRGINIANA/LIVE OAK	4" CAL
SOD			
		TURF SOD TO BE REPLACED IN ALL HATCHED AREAS SHOWN ON THE PLAN AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES. REFER TO SPECS FOR SPECIES AND PLANTING INFORMATION	

PLANTING NOTES:

SEE PLANTING DETAIL SHEET L3.3 FOR INFORMATION ON TREE PLANTING

SOME TREES SHOWN AS EXISTING WERE PLANTED AFTER THE SITE SURVEY WAS CONDUCTED. CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING TREES.

- IRRIGATION TREE RING AND PINE STRAW AT EXISTING AND PROPOSED TREES
- EXISTING TREES, VERIFY LOCATIONS IN FIELD, TYPICAL TO ALL
- (5) PERSIMMON
- TURF SOD RE:SPECS
- (24) SHORTLEAF PINES
- (2) LOQUAT
- (3) PECAN
- (4) DURA HEAT RIVER BIRCH
- (1) FIG
- (8) LIVE OAKS
- (1) FIG
- (1) LOQUAT
- (1) PECAN
- (5) NATCHEZ CREPE MYRTLES
- (1) DURA HEAT RIVER BIRCH

INTERSTATE
75

MATCHLINE L-2.0
MATCHLINE L-2.1

MATCHLINE L-2.0
MATCHLINE L-2.1



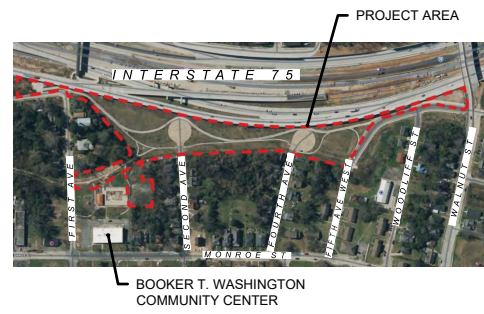
986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS

MACON, GA
31201



KEY PLAN:



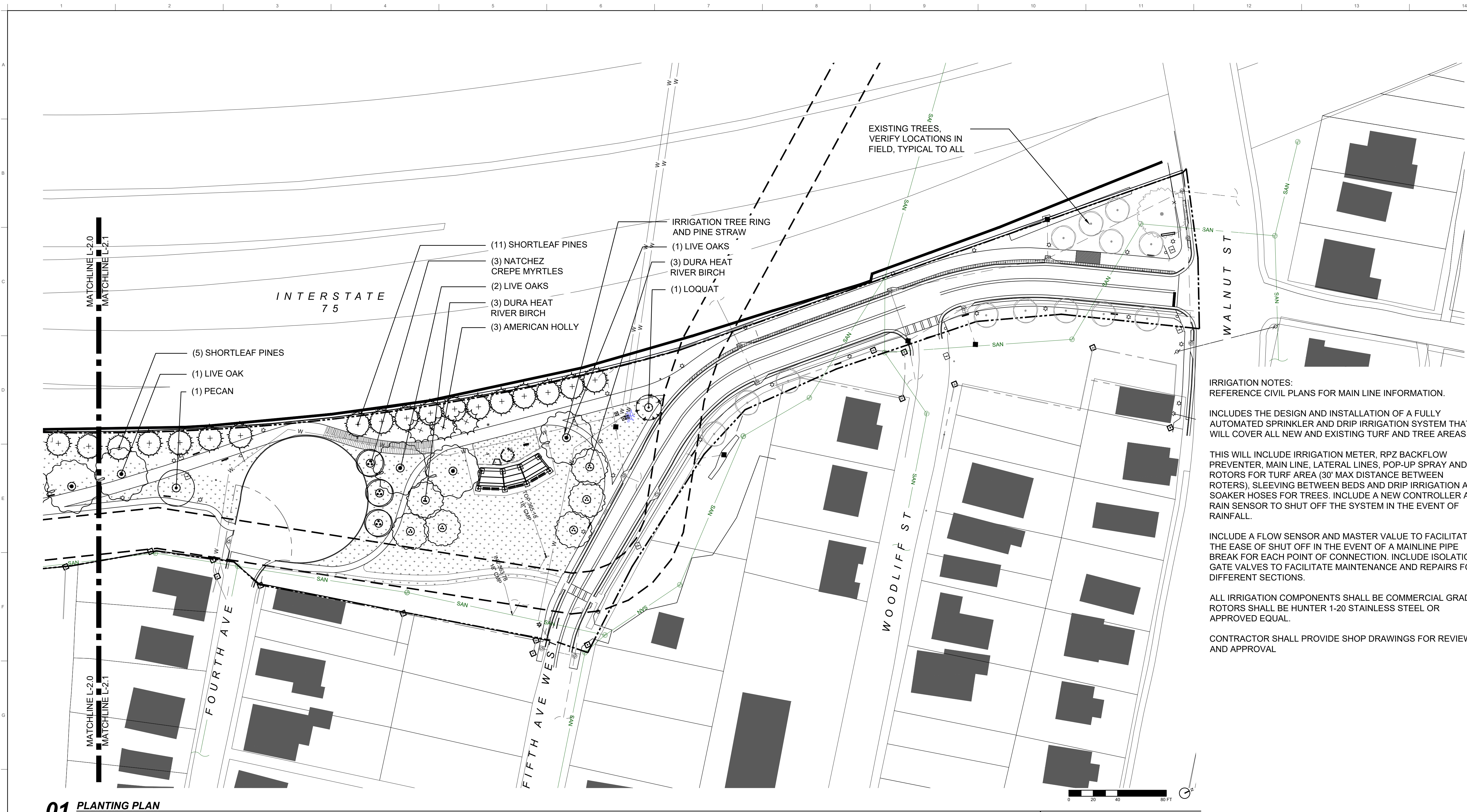
REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

PLANTING PLAN

SHEET:

L2.0



01 PLANTING PLAN
SCALE: 1"=40'-0"

PLANT SCHEDULE

TREES	QTY	BOTANICAL/COMMON NAME	SIZE
	12	BETULA NIGRA/RIVER BIRCH 'DURAHEAT' MULTI-STEM	12' HT
	5	CARYA ILLINOIENSIS/PECAN 'ELLIOTT'	3" CAL
	5	DIOSPYROS VIRGINIANA/PERSIMMON	2" CAL
	4	ERIOBOTRYA JAPONICA/LOQUAT	2" CAL
	2	FICUS CARICA/FIG 'BROWN TURKEY'	8' HT
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	40	PINUS ECHINATA/SHORTLEAF PINE	10' HT
	12	QUERCUS VIRGINIANA/LIVE OAK	4" CAL
SOD			
TURF SOD TO BE REPLACED IN ALL HATCHED AREAS SHOWN ON THE PLAN AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES. REFER TO SPECS FOR SPECIES AND PLANTING INFORMATION			

PLANTING NOTES:

SEE PLANTING DETAIL SHEET L3.3 FOR INFORMATION ON TREE PLANTING

SOME TREES SHOWN AS EXISTING WERE PLANTED AFTER THE SITE SURVEY WAS CONDUCTED. CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING TREES.

IRRIGATION NOTES:
REFERENCE CIVIL PLANS FOR MAIN LINE INFORMATION.

INCLUDES THE DESIGN AND INSTALLATION OF A FULLY AUTOMATED SPRINKLER AND DRIP IRRIGATION SYSTEM THAT WILL COVER ALL NEW AND EXISTING TURF AND TREE AREAS.

THIS WILL INCLUDE IRRIGATION METER, RPZ BACKFLOW PREVENTER, MAIN LINE, LATERAL LINES, POP-UP SPRAY AND ROTORS FOR TURF AREA (30' MAX DISTANCE BETWEEN ROTERS), SLEEVING BETWEEN BEDS AND DRIP IRRIGATION AND SOAKER HOSES FOR TREES. INCLUDE A NEW CONTROLLER AND RAIN SENSOR TO SHUT OFF THE SYSTEM IN THE EVENT OF RAINFALL.

INCLUDE A FLOW SENSOR AND MASTER VALVE TO FACILITATE THE EASE OF SHUT OFF IN THE EVENT OF A MAINLINE PIPE BREAK FOR EACH POINT OF CONNECTION. INCLUDE ISOLATION GATE VALVES TO FACILITATE MAINTENANCE AND REPAIRS FOR DIFFERENT SECTIONS.

ALL IRRIGATION COMPONENTS SHALL BE COMMERCIAL GRADE. ROTORS SHALL BE HUNTER 1-20 STAINLESS STEEL OR APPROVED EQUAL.

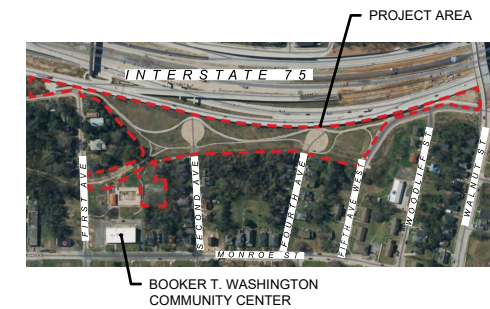
CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



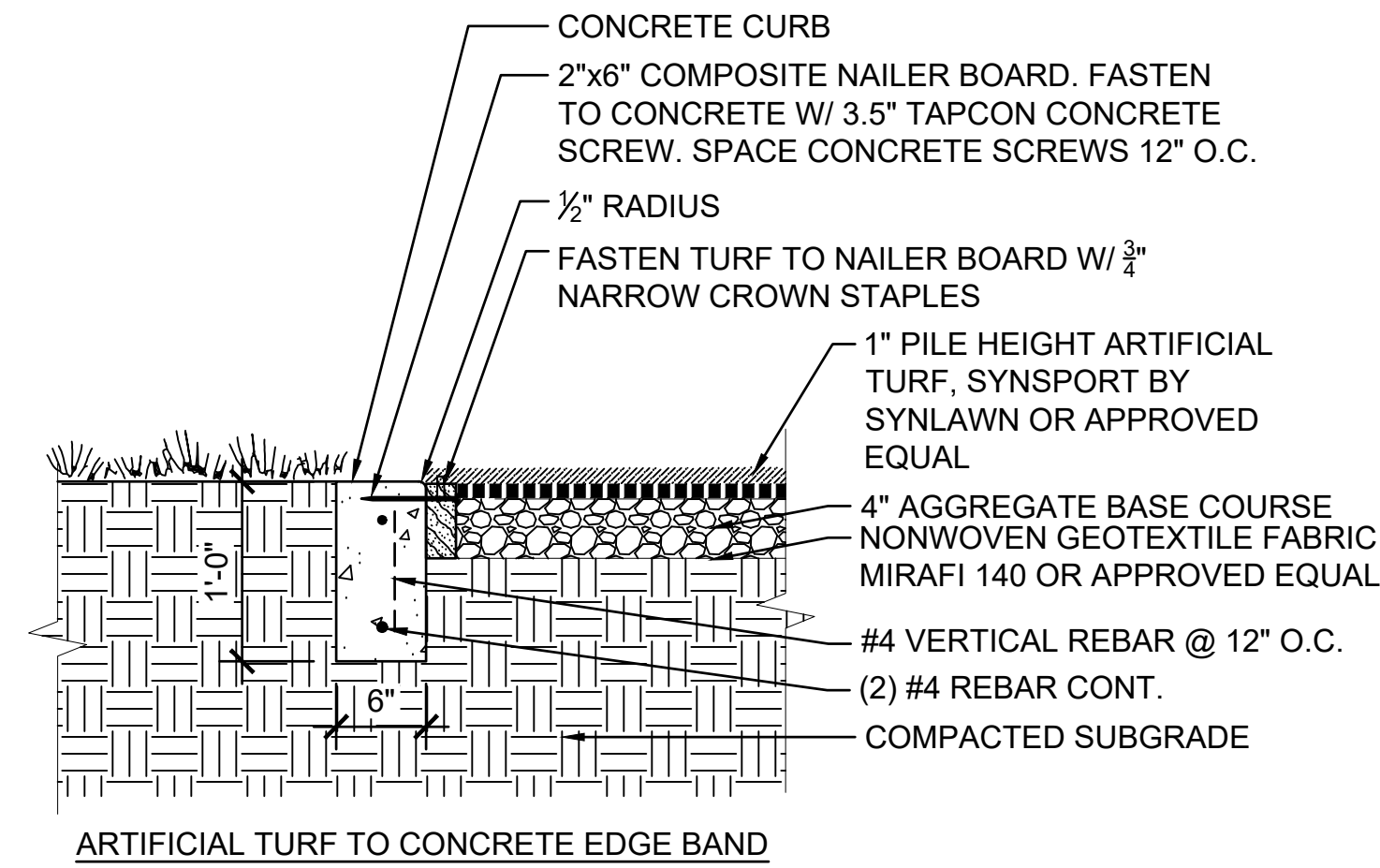
REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

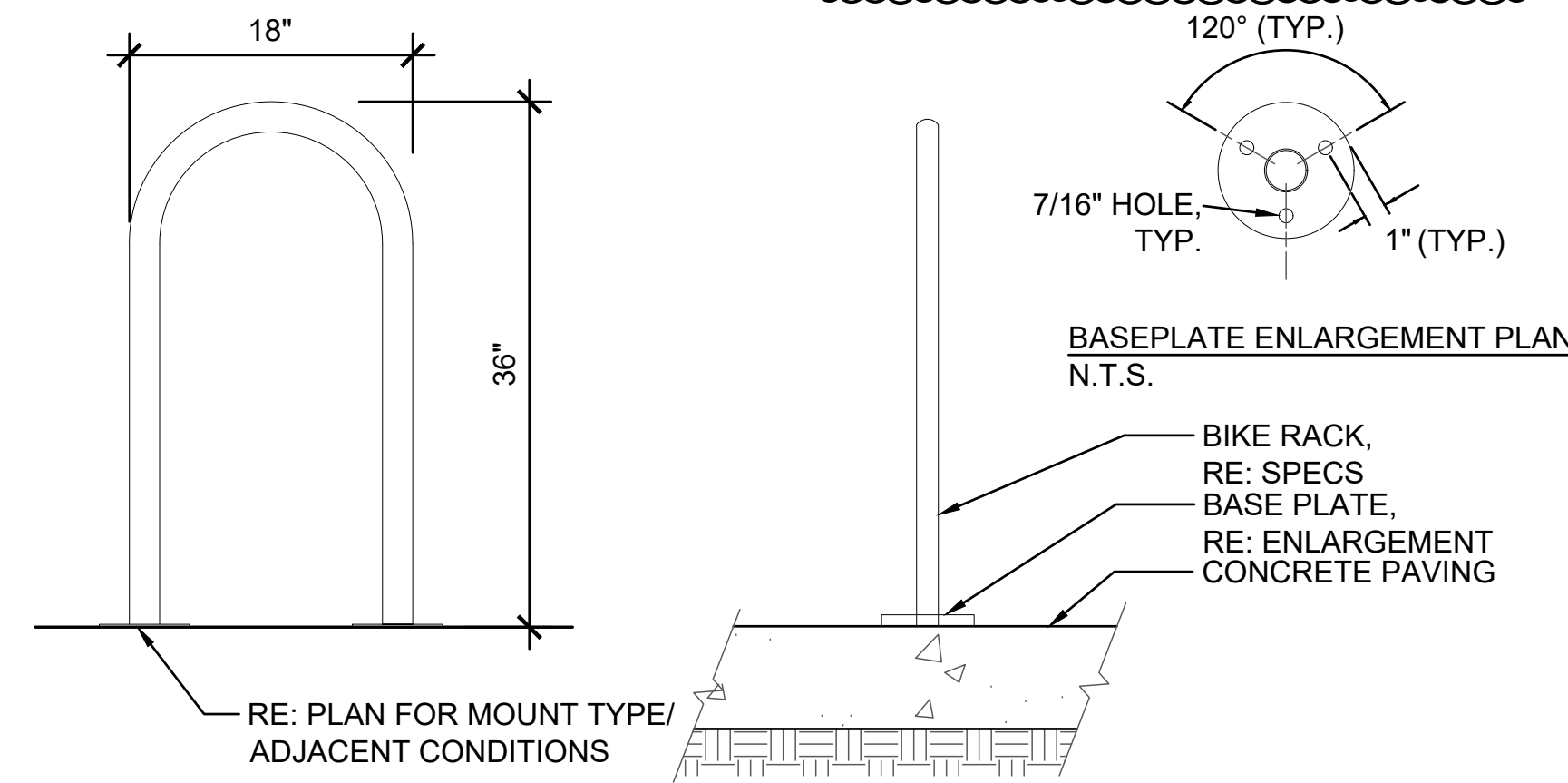
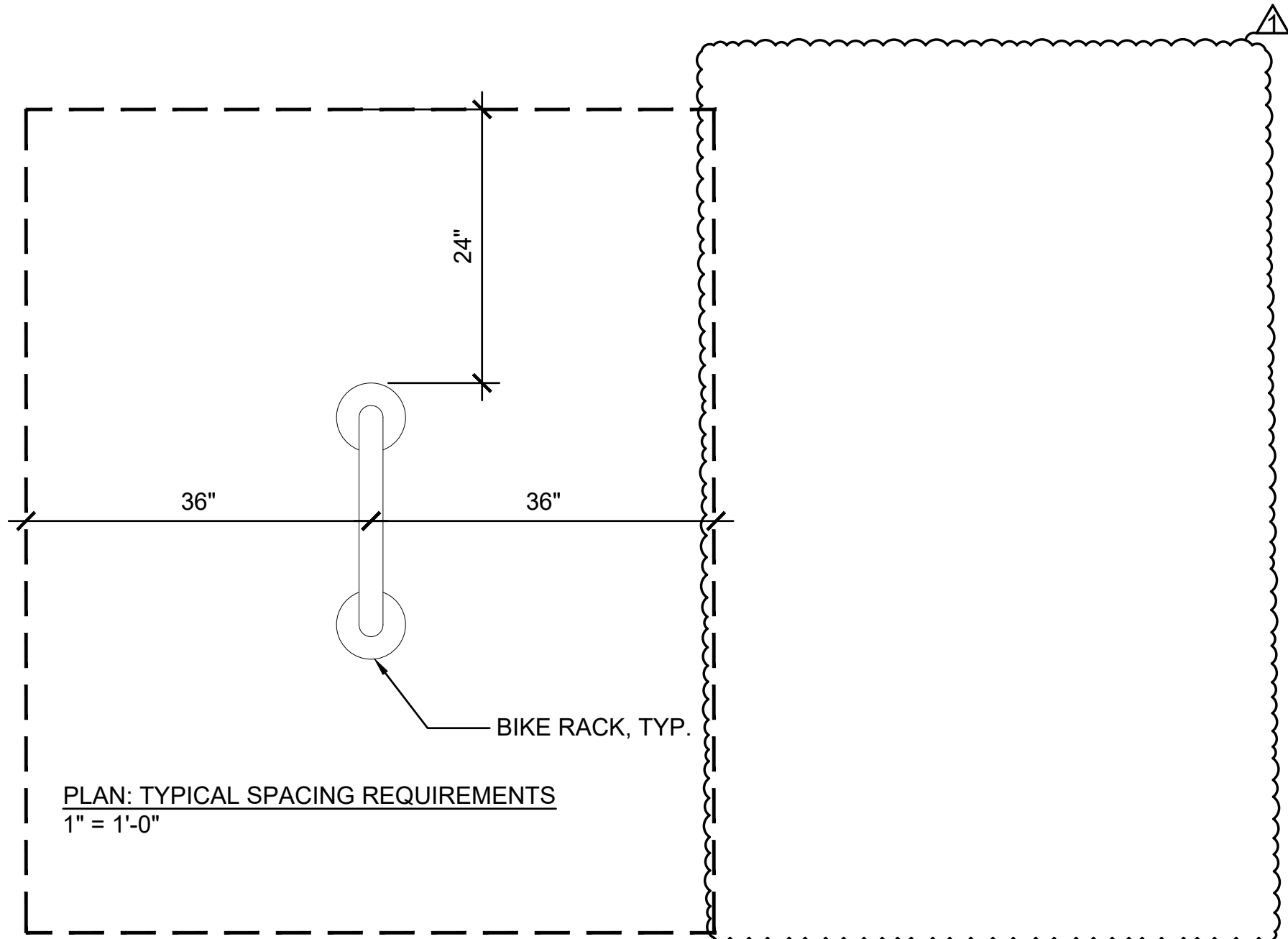
PLANTING PLAN

SHEET:

L2.1



01 CONC CURB & ARTIFICIAL TURF @ WORKOUT STATION
SCALE: 1"=1'-0"

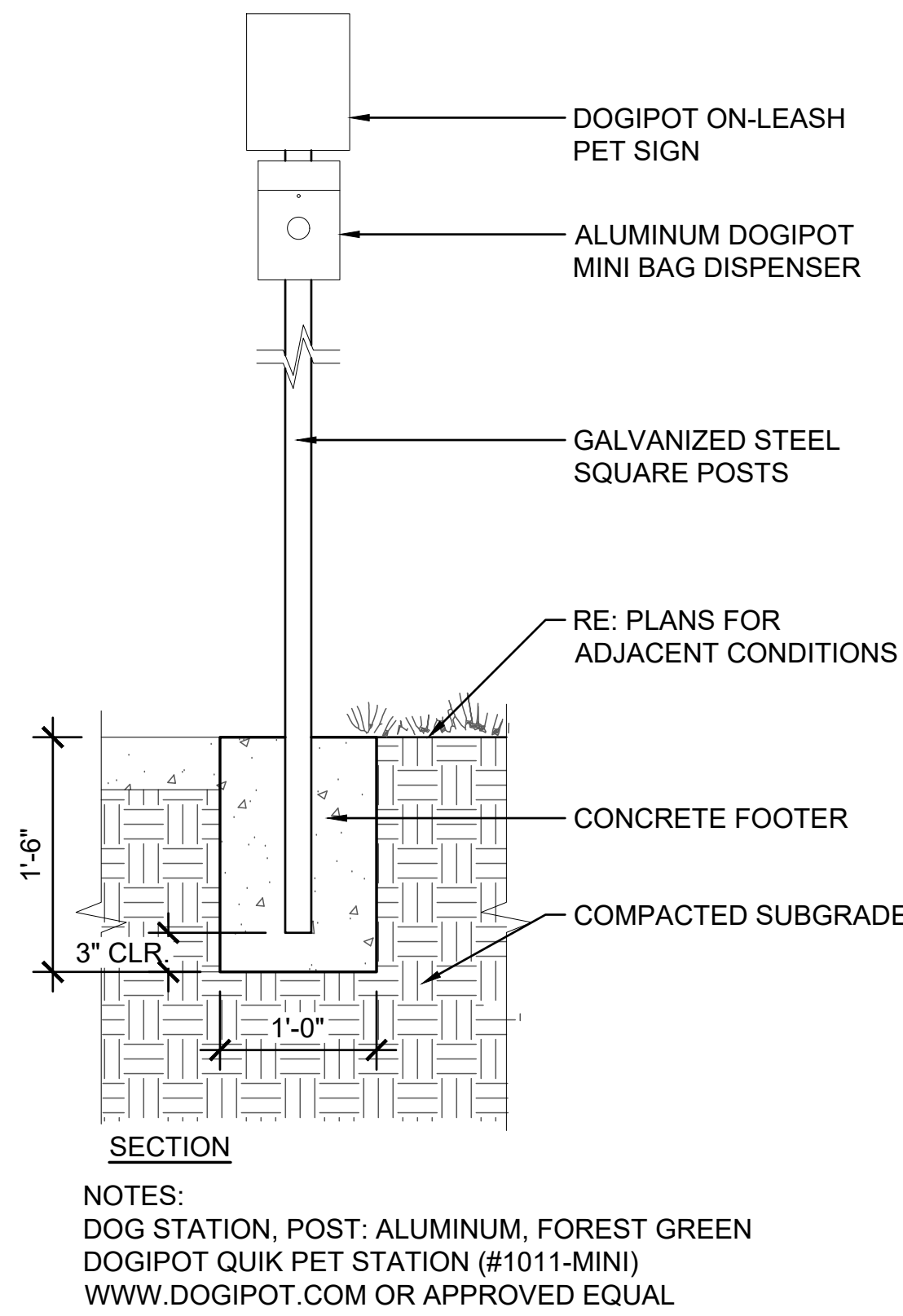


ELEVATION: TYPICAL DIMENSIONS
1" = 1'-0"

SECTION: RACK ON CONCRETE
1" = 1'-0"

- NOTES:**
- REFERENCE SPECIFICATIONS FOR MORE INFORMATION.
 - DIMENSIONS ARE SHOWN FOR REFERENCE ONLY AND REFLECT CURRENT CITY OF DENVER GUIDELINES. SUBMIT MANUFACTURER'S TECHNICAL DATA FOR APPROVAL.
 - MOUNTING METHODS ARE SHOWN FOR REFERENCE ONLY -INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

04 BIKE RACK LAYOUT
SCALE: 1"=1'-0"

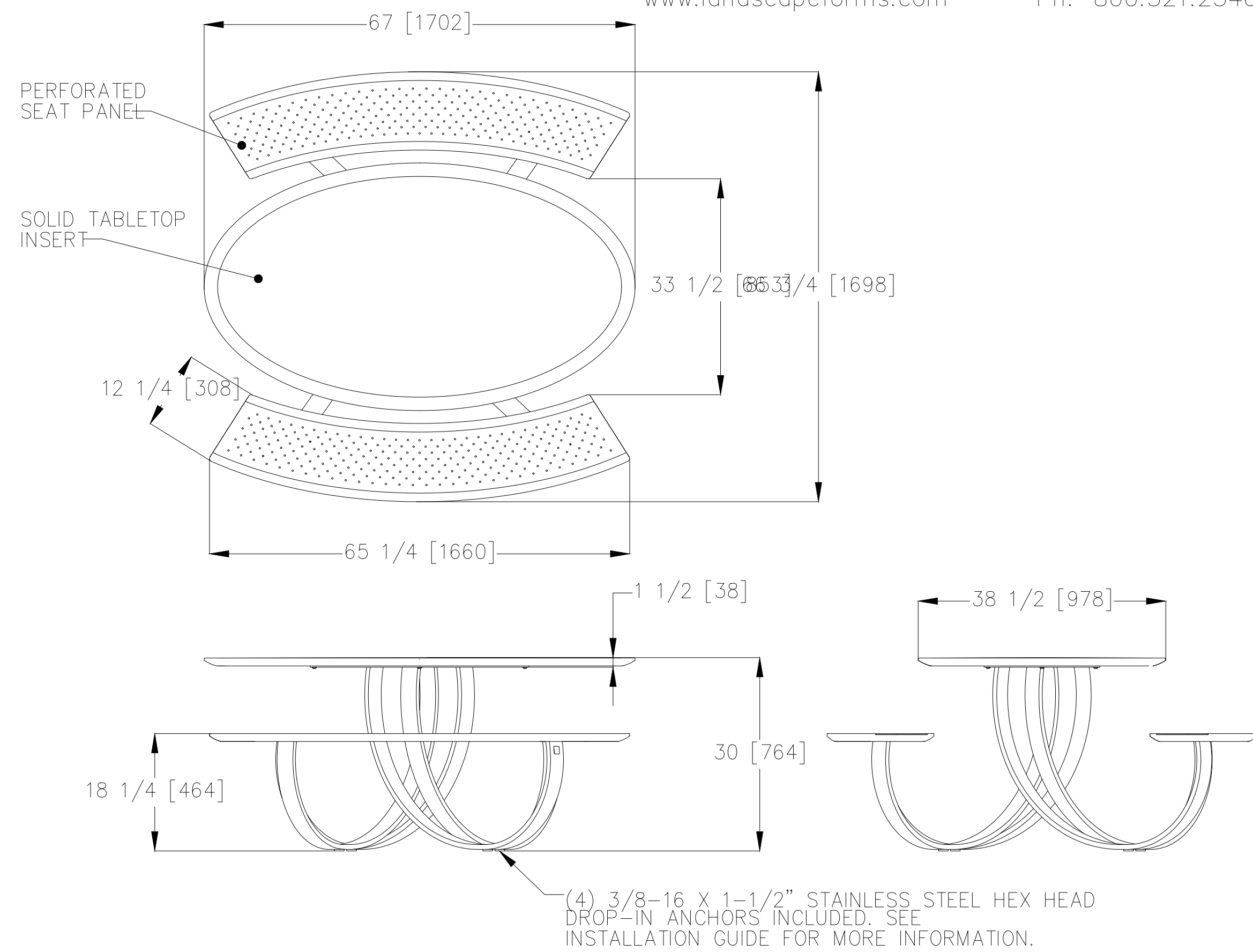


02 PET WASTE STATION
SCALE: 1"=1'-0"

Charlie
Picnic Table, 67in, Surface Mount, No Hole
Product Drawing

www.landscapeforms.com

Date: 10/16/2012
Ph: 800.521.2546



landscapeforms[®] Drawing: CI220-01
Dimensions are in inches [mm] * UNIT MUST BE SURFACE MOUNTED *

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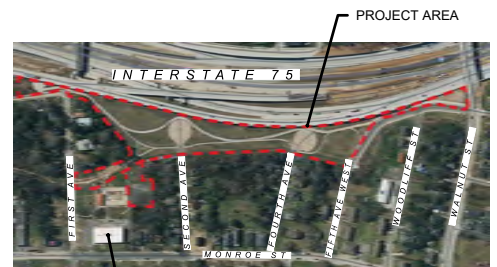
03 PICNIC TABLE BY LANDSCAPE FORMS OR APPROVED EQUAL
SCALE: NTS

986 COLE STREET
MACON, GA 31201
478.747.0250

LINEAR PARK IMPROVEMENTS
MACON, GA
31201



KEY PLAN:



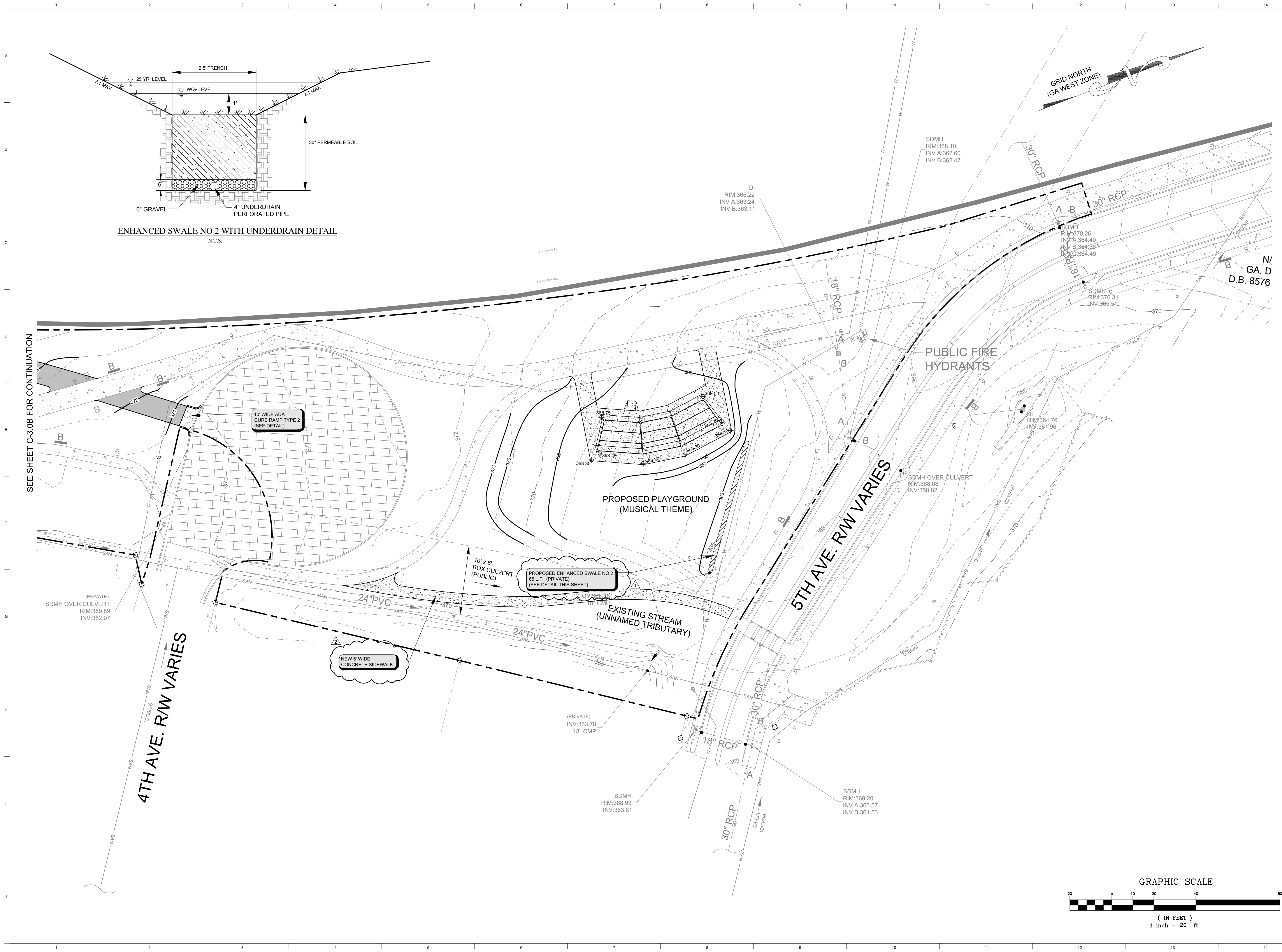
REVISIONS:	
DATE	DESCRIPTION
01-03-25	ADDENDUM

DATE: OCTOBER 4, 2024

SITE DETAILS

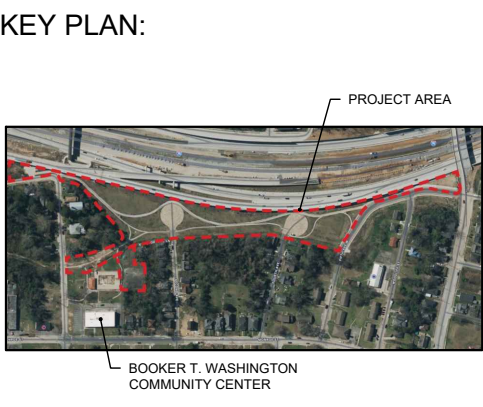
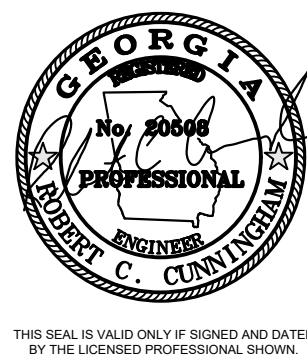
SHEET:

L3.0



LINEAR PARK IMPROVEMENTS

MACON, GA
31201



REVISIONS:	
DATE	DESCRIPTION
12/12/24	ADDENDUM - REVISED 45
01/03/25	ADDENDUM - ADDED SIDEWALK

DATE: OCTOBER 4, 2024

GRADING AND
DRAINAGE PLAN

SHEET:

C-3.0C



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

January 21, 2025

ADDENDUM # 6

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-021-Linear Park Improvement

The Invitation for Bids, referenced above, is modified as follows:

1. The bid due date has been changed from Thursday, January 23, 2025, to Thursday, January 30, 2025, by 12 Noon.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

EXHIBIT B



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF AN ARPA IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT FROM THE GEORGIA GOVERNOR'S OFFICE OF PLANNING AND BUDGET IN THE AMOUNT OF \$1,375,000.00, WITH NO LOCAL MATCH, TO BE USED TO MAKE IMPROVEMENTS TO LINEAR PARK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has applied for and been selected to receive an American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant from the Governor's Office of Planning and Budget in the amount of \$1,375,000.00; and

WHEREAS, the County will utilize such funds to make improves to Linear Park; and

WHEREAS, a copy of the grant approval notice and acceptance documentation has been attached hereto as Exhibit A for review and reference purposes; and

WHEREAS, there is no match required in order to receive the funds that have been awarded; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the stated purpose; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission does hereby authorize the acceptance of the ARPA Improving Neighborhood Outcomes in

Disproportionately Impacted Communities grant in the amount of ONE MILLION THREE HUNDREND SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$1,375,000.00) from the Georgia Governor's Office of Planning and Budget for the purposes set forth hereinabove, with no local match, in substantially the same way as described in the attached Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

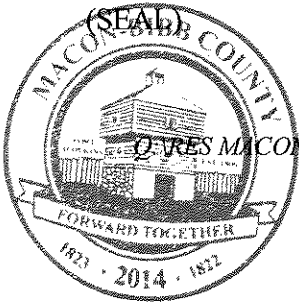
BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this 6 day of June, 2023.

By: Lester M. Miller
LESTER M. MILLER, Mayor

Attest: Janice S. Ross
JANICE S. ROSS, Clerk of Commission



Q:\RES MACON-BIBB\2023 Miller Accepting ARPA Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant for Improvements to Linear Park - \$1,375,000.docx

EXHIBIT A

Office of Planning and Budget

Dear Grantee,

The Governor's Office of Planning and Budget is pleased to inform you that your application has been selected for preliminary funding under the ARPA State Fiscal Recovery Fund Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program, pending a final budget review and approval.

You will receive an email from our grants management system, GeorgiaGrants with award follow up and instructions for the next steps. This includes the following:

Step 1: [Sign Terms and Conditions \(T&C\)](#)

Step 2: [Georgia Grants Portal Access](#)

Step 3: [Vendor Management Form and W-9](#)

Step 4: [Final Budget Approval](#)

You will need to log back into Survey Monkey Apply to complete step 3 of the post-award process outlined above within 60 days of this award notification. In the meantime, please take a moment to view our orientation video [here](#). A program specific onboarding webinar will be announced on the program website for your program. The primary point of contact will receive an invitation to register for the webinar after award notification. Please feel free to email us at grants@opb.georgia.gov with any questions on the onboarding process.

AMERICAN RESCUE PLAN ACT
IMPROVING NEIGHBORHOOD
OUTCOMES IN DISPROPORTIONATELY
IMPACTED COMMUNITIES
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Pleasant Hill Linear Park Enhancement

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Macon Bibb County, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
Macon Bibb County
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Alex Morrison
ADDRESS	
EMAIL	amorrison@maconbibb.us
PHONE	

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$1,375,000.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Alex Last Name: Morrison
Title: Director of Planning and Public Spaces
Email: amorrison@maconbibb.us
Phone:

2. Authorized User Two (Optional)

First Name: Last Name:
Title:
Email:
Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name: Alex Morrison

Title: Director of Planning and Public Spaces

Date:

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility
Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP

ZIP+4

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name: Alex Morrison

Title: Director of Planning and Public Spaces

Date:

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Alex Morrison
am the Director of Planning and Public Spaces
of Macon Bibb County
Unique Entity Identifier

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name: Alex Morrison

Title: Director of Planning and Public Spaces

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature:

(Authorized Representative of Grantee)

Name: Alex Morrison

Title: Director of Planning and Public Spaces

Date:

SIGNATURE PAGE

Routing/File Form

Document Type: ☐ Contract ☐ Deed ☐ Ordinance ☒ Resolution ☐ Grant ☐ Other
 (Check one of the above document types)

Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION
 AUTHORIZING THE ACCEPTANCE OF AN ARPA IMPROVING NEIGHBORHOOD
 OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT FROM
 THE GEORGIA GOVERNOR'S OFFICE OF PLANNING AND BUDGET IN THE AMOUNT
 OF \$1,375,000.00, WITH NO LOCAL MATCH, TO BE USED TO MAKE IMPROVEMENTS
 TO LINEAR PARK; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____

Contractor(s): _____

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): _____

Automatic Renewals: _____ yes _____ no

Number of Renewals: _____ **Final Expiration Date:** _____

	<u>Ordinance/Resolution</u>		<u>Contracts/Other</u>	
<u>Reviewed By:</u>	<u>Initials</u>	<u>Month/Day/Year</u>	<u>Initials</u>	<u>Month/Day/Year</u>
Assistant County Attorney	SCH	6/2/23	_____	____/____/____
Sr. Assistant / Cnty. Attorney	_____	____/____/____	_____	____/____/____
Grant Administrator	_____	____/____/____	_____	____/____/____
Finance Director	KBM	6/2/23	_____	____/____/____
County Manager	KM	6/2/23	_____	____/____/____
Mayor	L	6/2/23	_____	____/____/____
Clerk of Commission	_____	____/____/____	_____	____/____/____

Commission Approval _____/____/____

Additional comments, instructions, etc.: _____

**ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE
 CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.**

SPONSORED BY:

- ☒ MAYOR LESTER M. MILLER
☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER ELAINE LUCAS
☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER
☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.
☐ COMMISSIONER AL TILLMAN

COMMITTEE ACTION TAKEN AND DATE:

RECOMMEND: _____

(Approved/Disapproved/Approved as Amended)

Date _____

APPROVED AS TO FORM BY ASSISTANT

COUNTY ATTORNEY



Sara Davis
Assistant County Attorney

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF AN ARPA IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT FROM THE GEORGIA GOVERNOR'S OFFICE OF PLANNING AND BUDGET IN THE AMOUNT OF \$1,375,000.00, WITH NO LOCAL MATCH, TO BE USED TO MAKE IMPROVEMENTS TO LINEAR PARK; AND FOR OTHER LAWFUL PURPOSES.

Referred to the Committee on _____

Date: _____

REPORT

Rendered June 4, 2003
and approved



VOTE

	Yes	No	Abstain	Absent
Wynn	☒	☐	☐	☐
Bronson	☒	☐	☐	☐
Lucas	☒	☐	☐	☐
Jones	☒	☐	☐	☐
Clark	☒	☐	☐	☐
Wilder	☒	☐	☐	☐
Howell	☒	☐	☐	☐
Watkins	☒	☐	☐	☐
Tillman	☒	☐	☐	☐
Mayor Miller	☐	☐	☐	☐
Total:				



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TRI SCAPES, LLC FOR GROUNDS MAINTENANCE AT ROSE HILL CEMETERY, IN AN ANNUAL AMOUNT OF \$209,448.24, TO BE PAID FROM THE GENERAL FUND – PARKS AND BEAUTIFICATION – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the current contract for grounds maintenance at Rose Hill Cemetery expires on June 30, 2025; and

WHEREAS, in order to select a contractor to continue to provide grounds maintenance services at Rose Hill Cemetery, Invitation for Bids (IFB) No. 25-031-LH was published on February 4, 2025, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, two hundred seventy (270) vendors were notified of the IFB, of whom eighty (80) were African American, fourteen (14) were Asian American, and four (4) were Hispanic/Latino; and

WHEREAS, on the published due date of March 13, 2025, four (4) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the bid, Tri Scapes, LLC, whose total bid price was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Tri Scapes, LLC for the aforementioned services; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Tri Scapes, LLC., for grounds maintenance at Rose Hill Cemetery, in

the annual amount of \$209,448.24, for a term of up to five (5) years to begin on July 1, 2025, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Tri Scapes, LLC, for grounds maintenance at Rose Hill Cemetery, in the annual amount of \$209,448.24, to be paid from the General Fund – Parks & Beautification – Contract Labor – Contractual Services line item, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Tri Scapes LLC for Rose Hill Cemetery Grounds
Maintenance \$209,448.24 3-27-25.docx*

EXHIBIT A

**ROSE HILL CEMETERY
GROUND MAINTENANCE SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND TRI SCAPES, LLC**

This Rose Hill Cemetery Ground Maintenance Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia and Tri Scapes, LLC. ("Contractor"), a Georgia limited liability company with a principal address of 1200 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004, each individually a "Party" and collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Service

Contractor shall provide ground maintenance services (the "Services") as detailed in Exhibit A – Scope of Services ("Exhibit A") and Exhibit B – Invitation for Bid and Contractor's response thereto ("Exhibit B"), both attached hereto and incorporated herein by reference. Michael Glisson, Director of County's Parks and Beautification Department, shall act as Project Manager ("PM") with complete oversight of Services to be performed. Contractor shall perform the Services per the terms in the Scope of Service provided in Exhibit A. All schedules and plans for Services shall be approved by PM prior to Services being performed. All Services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for Services provided to the County. Any changes to the Scope of Services shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive a total annual compensation amount of TWO HUNDRED NINE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS AND 24/100 CENTS (\$209,448.24) for the performance of the Services, to be divided into monthly payments of SEVENTEEN THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND 02/100 CENTS (\$17,454.02). When requested by the PM, Contractor shall receive additional compensation, to be agreed upon by the Parties prior to the commence of any work, for additional services performed on an as-needed basis. Contractor shall provide its own service vehicles and equipment.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by both Parties, with performance of Services to commence as soon as practicable. This Agreement shall

continue in full force and effect until June 30, 2026, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. This Agreement will automatically renew on July 1, 2026 and continue to automatically renew on July 1 of each year and automatically terminate without further obligation on the part of the County on June 30th of each of the following years until June 30, 2029, unless sooner terminated by the Parties.

4. Termination for Convenience

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated immediately and without further obligation on the part of the County.

6. Audit Clause

Upon reasonable notice, County or its authorized agent shall have the right to audit and inspect Contractor's financial records for Services performed under the terms of this Agreement.

7. County Obligations

County shall provide Contractor with full access to all property to be serviced in a timely manner. PM shall notify Contractor as soon as practicable should there be any property changes. County shall provide technical support, as required, for the performance of Services.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

Contractor, and its employees, shall use best efforts to avoid damaging gravestones, headstones, or other fixtures at the Cemetery in the performance of Services.

9. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of

Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

Subcontractor Reporting Requirements:

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled-person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were contracted to perform.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of

interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claim[s]") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

- (a) Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages required by County as detailed in Exhibit B. Coverage shall remain in effect throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Contractor agrees to procure and maintain Employers' Liability Insurance coverages with liability limits of not less than \$1,000,000.00 per accident for bodily injury by

accident, \$1,000,000.00 per employee for bodily injury by disease, and \$1,000,000.00 per accident for bodily injury/disease aggregate. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

- (f) Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (g) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (h) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain

sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

15. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding Service provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or email with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, GA 31202-0247

For Contractor:
Tri Scapes, LLC
Attn: Heidi Roper
1595 Peachtree Parkway Suite 204-396
Cumming, Georgia 30041
heidi@triscapes.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

23. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

24. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

25. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all of its own costs and attorney's fees.

26. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature

by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

28. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

29. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

30. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

31. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

32. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

33. Precedence of Documents

In the event of any express conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of July 1, 2025.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Tri Scapes, LLC:

By: _____

Date

Attested: _____
_____(Title)

Date

*Q:\CONTRACTS\2025-0798 Tri Scapes, LLC - Rose Hill Cemetery Grounds Maintenance
\$209,448.24.Docx*

EXHIBIT A

- B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.
- C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

Scope of Services

Macon Bibb is seeking qualified and experienced contractors interested in providing ground maintenance services for Rosehill Cemetery. The services to be provided will consist of furnishing all materials, equipment, and labor necessary to perform ground maintenance services. All work performed shall be in accordance with applicable laws, regulations, standards, and commercial practices.

Minimum Requirements: The Contractor shall have at least five (5) years of verifiable experience on similar work as specified in this scope of work.

Basic Ground Maintenance. The contractor shall provide ground maintenance services to include but not limited to mowing cemetery sites to their property lines, edging of sidewalks, driveways, curbs, slabs, and other concrete or asphalt edges that improve the cemetery grounds. All trash and debris shall be picked up and disposed of at an approved site prior to each mowing. Edging should be no more than ½-inch from the hard surface edge to maintain an even contour with the edge surface. Contractor's personnel shall not use mowers across grass level markers where damage may occur. The contractor is responsible for blowing grass clippings off all roads, sidewalks, and gravesites. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within the same week if possible.

Service Frequency: Mowing shall be performed **four days per week during all 52 weeks of the year**. There shall be a minimum 4-man crew with at least two mowers during spring and summer (April – September). During the fall and winter months (October-March) there shall be a minimum of 2 man-crew.

Schedules for the mowing shall be coordinated with Macon Bibb County Parks and Beautification Director.

The Contractor shall trim around trees, limbs, shrubs, buildings, fences, headstones, monuments, and other fixed obstacles. In addition, grass, weeds, and other vegetation shall also be trimmed. All areas on the cemetery grounds must be trimmed concurrent with mowing. The contractor will be responsible for repairing or replace any property that is damaged during work.

Supplemental Services: Maintenance products shall be approved by the Macon Bibb County Parks and Beautification Director. The Contractor shall procure, handle, apply, and dispose of products and chemicals according to applicable laws and regulations. The contractor shall be responsible for securing applicable licenses and permits that meet local, federal, and state guidelines.

Contractors shall refrain from performing any work on cemetery grounds while funerals or memorial services are ongoing in order not to interfere or detract from the event.

Prior to any commencement of work that impacts public right-of-way access, Contractor must install warning signs and any other warning and safety devices advising the public work is being performed. All signs shall be temporary and removed at the completion of work.

Contractor's employees must be professionally dressed and wear identification badges when performing cemetery maintenance services.



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

March 4, 2025

ADDENDUM # 3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-031-LH, Rosehill Cemetery Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. Do we need to cut back overgrown wood lines around graves or keep them maintained where they are now?

Answer: No. The contractor is not responsible for clearing overgrown wood lines. However, during the dormant grass season this may be something we can discuss for the 4-man crew to work on.

2. Do we need to price replacing the annual flowers and pine straw at front entrance?

Answer: No. This is usually done by MBC Parks and Beautification.

3. Is pruning the shrubs on the property part of the scope of work?

Answer: No pruning required in the Scope of Work.

4. Are herbicides allowed to be used? Or does everything have to be string trimmed?

Answer: Studies show that herbicides can break down gravestones. Therefore, no herbicides can be used around gravesites. We do allow round-up for crack weeds in the roadways.

5. Under service frequency it states mowing shall be performed 4 days per week for 52 weeks a year. If we can perform the services in less time per week, are we able to price accordingly?

Answer: We need a crew on-site 4 days per week every week.

6. Could you give more clarification and details on why there is only 4 days a week's service?

Answer: 4 days because this would allow more time for funerals on the off days. Also, this would allow the contractor to make up days if they are rained out.

7. Is the cycle cutting every 7-day rotation or every 14-day rotation?

Answer: No set rotation on cutting. The cemetery can be divided into sections and mowed accordingly.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

EXHIBIT B



INVITATION FOR BID

FOR
Rosehill Cemetery Maintenance Services
For
Macon-Bibb County

25-031-LH

93620
95820

MACON BIBB COUNTY, GEORGIA
ISSUED: FEBRUARY 4, 2025

BIDS DUE NO LATER THAN
12:00 NOON ON THURSDAY, MARCH 6, 2025

Macon-Bibb County Procurement Department
(Attn: Laura Hardwick)
700 Poplar Street Suite 308
Macon, Georgia 31201

GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids (**Original Bid and Flash Drive**) in the Macon Bibb County Procurement Department, 700 Poplar Street – Suite 308, Macon, Georgia 31201, until **12:00 noon on Thursday, March 6, 2025, for Rosehill Cemetery Maintenance Services** for the Macon-Bibb County Government.

NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

2. Pre-bid conference is scheduled for 2:00 o'clock p.m., **Wednesday, February 12, 2025**, at the Macon-Bibb County Procurement Conference Room, Suite 308 located on the 3rd floor, City Hall, 700 Poplar Street, Macon, Georgia 31201. This pre-bid is mandatory; the contractor must be present in order to submit a response. Social distancing and mandatory mask wearing measures will be enforced.
3. The primary intent of this Invitation to Bid is to identify a single source to provide all the needed goods and/or services; however, Macon Bibb County reserves the right to make split awards.
4. Questions regarding the bid are due **February 14, 2025, by 3:00 p.m. by email only to lhardwick@maconbibb.us**.
5. Bids will be publicly opened and read in the Macon Bibb Procurement Conference Room, Suite 308, located on the 3rd floor of City Hall, 700 Poplar Street, Macon, Georgia, on **March 6, 2025**, starting at 2:00 pm.
6. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Small Business Affairs at (478) 300-2297 or via email cstephens2@maconbibb.us ; contact person name is Charise Stephens.

B. Bid Documents

7. Bid documents will be made available at the Macon-Bibb County Procurement Department, City Hall, 700 Poplar Street. Suite 308, Macon, GA 31201, (478) 803-0554 or www.maconbibb.us/procurement under active solicitations.

C. Sealed Bids

SEALED Bids shall be delivered or mailed to:

Macon-Bibb County Procurement Department
Attn: Laura Hardwick
700 Poplar Street, Suite 308
Macon, GA 31201
Lhardwick@maconbibb.us

Mark the outside of the envelope “Bid # 25-031-LH – “Rosehill Cemetery Maintenance Services”

D. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents may deem the bid to be non-responsive.
2. "Attachment A" must be completed and included with the bid; failure to include. completed, signed, and notarized forms (as applicable) may deem the bid non-responsive. Any "Attachment A" documents which are not applicable to a vendor shall be marked "Not applicable" and submitted with all other "Attachment A". For example, an automobile dealership which does not intend to use subcontractors shall mark the "List of Subcontractors" form in the "Attachment A" documents "Not applicable" and submit that document with the other "Attachment A" documents.

E. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.
2. All prices shall be Delivered prices, FOB Destination, after deducting all non-applicable taxes, delivered to each requesting department or office. Vehicles shall be ready to use.

F. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

G. Reservations

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid non-responsive.

H. Insurance

Insurance Requirements

All deductibles shall be paid for by the Bidder.

Required Insurance Coverages. The Bidder also agrees to purchase and have the authorized agent state on the insurance certificate that the Bidder has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. 50-21-37.

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance. The Bidder agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

Employers' Liability Insurance. The Bidder shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- | | | |
|-------|---------------------------------|--------------------------------|
| (i) | Bodily Injury by Accident | \$1,000,000 each accident |
| (ii) | Bodily Injury by Disease | \$1,000,000 each employee; and |
| (iii) | Bodily Injury/Disease Aggregate | \$1,000,000 each accident |

Commercial General Liability Insurance. The Bidder shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limits
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

Commercial business Automobile Liability Insurance. The Bidder shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

Failure of Insurers. The Bidder is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Additional Insured: Bidder shall add Owner as an additional insured and list bid name and number under the commercial general and automobile policies.

I. Confidentiality and Open Records

In order to ensure compliance with Georgia's Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to

OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. The vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damage and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then the County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

J. Subcontractor Reporting Requirements

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

- B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.
- C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

Scope of Services

Macon Bibb is seeking qualified and experienced contractors interested in providing ground maintenance services for Rosehill Cemetery. The services to be provided will consist of furnishing all materials, equipment, and labor necessary to perform ground maintenance services. All work performed shall be in accordance with applicable laws, regulations, standards, and commercial practices.

Minimum Requirements: The Contractor shall have at least five (5) years of verifiable experience on similar work as specified in this scope of work.

Basic Ground Maintenance. The contractor shall provide ground maintenance services to include but not limited to mowing cemetery sites to their property lines, edging of sidewalks, driveways, curbs, slabs, and other concrete or asphalt edges that improve the cemetery grounds. All trash and debris shall be picked up and disposed of at an approved site prior to each mowing. Edging should be no more than ½-inch from the hard surface edge to maintain an even contour with the edge surface. Contractor's personnel shall not use mowers across grass level markers where damage may occur. The contractor is responsible for blowing grass clippings off all roads, sidewalks, and gravesites. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within the same week if possible.

Service Frequency: Mowing shall be performed **four days per week during all 52 weeks of the year**. There shall be a minimum 4-man crew with at least two mowers during spring and summer (April – September). During the fall and winter months (October-March) there shall be a minimum of 2 man-crew.

Schedules for the mowing shall be coordinated with Macon Bibb County Parks and Beautification Director.

The Contractor shall trim around trees, limbs, shrubs, buildings, fences, headstones, monuments, and other fixed obstacles. In addition, grass, weeds, and other vegetation shall also be trimmed. All areas on the cemetery grounds must be trimmed concurrent with mowing. The contractor will be responsible for repairing or replace any property that is damaged during work.

Supplemental Services: Maintenance products shall be approved by the Macon Bibb County Parks and Beautification Director. The Contractor shall procure, handle, apply, and dispose of products and chemicals according to applicable laws and regulations. The contractor shall be responsible for securing applicable licenses and permits that meet local, federal, and state guidelines.

Contractors shall refrain from performing any work on cemetery grounds while funerals or memorial services are ongoing in order not to interfere or detract from the event.

Prior to any commencement of work that impacts public right-of-way access, Contractor must install warning signs and any other warning and safety devices advising the public work is being performed. All signs shall be temporary and removed at the completion of work.

Contractor's employees must be professionally dressed and wear identification badges when performing cemetery maintenance services.

BID FORM

The contractor agrees to perform the work described in the Scope of Work for the following prices:

Basic Ground Lawn Maintenance

Description	Unit of Measure	Quantity	Total Cost
Rosehill Cemetery	Per Service	1	\$
	Total Base Price		\$

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

COMPANY _____

ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____

FAX: _____

Email: _____

ACKNOWLEDGMENT OF ADDENDUM

The undersigned Contractor acknowledged receipt of the following addendum, if issued, to the Invitation for Bid. If none received, write "None Received."

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

Firm	
Signature	
Print Name	
Title	
Date	

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 202____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 202____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 202_____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



**Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 202_.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

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

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

February 18, 2025

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-031-LH, Rosehill Cemetery Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. Macon-Bibb is scheduling a second mandatory pre-bid meeting. The mandatory pre-bid meeting will take place on Wednesday, February 26, 2025, at 10:00 a.m., The location of the meeting will take place in the Procurement Conference Room, Suite 308, 700 Poplar Street, Macon, Georgia 31201. Deadline for submitting questions will be Friday, February 28, 2025, by 3 p.m.
2. The bid due dates has been changed from Thursday, March 6, 2025, 12 noon to Thursday, March 13, 2025, by 12 noon.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

February 26, 2025

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-031-LH, Rosehill Cemetery Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. The deadline date is extended for submitting questions from Friday, February 14, 2025, to Friday, February 28, 2025, by 3:00 p.m.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

March 4, 2025

ADDENDUM # 3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-031-LH, Rosehill Cemetery Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. Do we need to cut back overgrown wood lines around graves or keep them maintained where they are now?

Answer: No. The contractor is not responsible for clearing overgrown wood lines. However, during the dormant grass season this may be something we can discuss for the 4-man crew to work on.

2. Do we need to price replacing the annual flowers and pine straw at front entrance?

Answer: No. This is usually done by MBC Parks and Beautification.

3. Is pruning the shrubs on the property part of the scope of work?

Answer: No pruning required in the Scope of Work.

4. Are herbicides allowed to be used? Or does everything have to be string trimmed?

Answer: Studies show that herbicides can break down gravestones. Therefore, no herbicides can be used around gravesites. We do allow round-up for crack weeds in the roadways.

5. Under service frequency it states mowing shall be performed 4 days per week for 52 weeks a year. If we can perform the services in less time per week, are we able to price accordingly?

Answer: We need a crew on-site 4 days per week every week.

6. Could you give more clarification and details on why there is only 4 days a week's service?

Answer: 4 days because this would allow more time for funerals on the off days. Also, this would allow the contractor to make up days if they are rained out.

7. Is the cycle cutting every 7-day rotation or every 14-day rotation?

Answer: No set rotation on cutting. The cemetery can be divided into sections and mowed accordingly.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	TRI SCAPES, LLC	Control Number:	K324733
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	1200 Bluegrass Lakes Parkway, Alpharetta, GA, 30004, USA	Date of Formation / Registration Date:	10/26/1993
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporate Creations Network Inc.**
Physical Address: **2985 Gordy Parkway, 1st Floor, Marietta, GA, 30066, USA**
County: **Cobb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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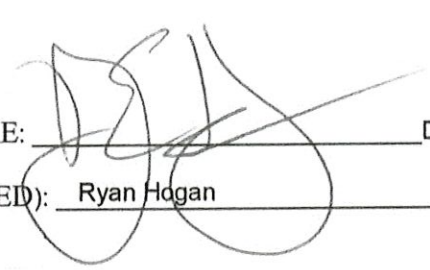
[Report a Problem?](#)

BID FORM

The contractor agrees to perform the work described in the Scope of Work for the following prices:

Basic Ground Lawn Maintenance

Description	Unit of Measure	Quantity	Total Cost
Rosehill Cemetery	Per Service	1	\$ 17,454.02 (per month)
	Total Base Price		\$ 209,448.24 (12 x \$17,454.02)

AUTHORIZED SIGNATURE:  DATE: 03/13/2025

NAME (TYPED OR PRINTED): Ryan Hogan

TITLE: Vice President

COMPANY Tri Scapes, LLC

ADDRESS 1595 Peachtree Parkway, Suite 204-396

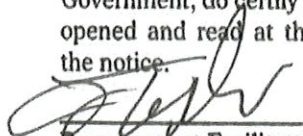
CITY: Cumming STATE: GA ZIP: 30041

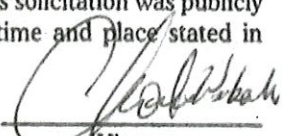
TELEPHONE: 770-752-4698

FAX: 770-752-6792

Email: ryan@triscapes.com

I, J. Williams,
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.

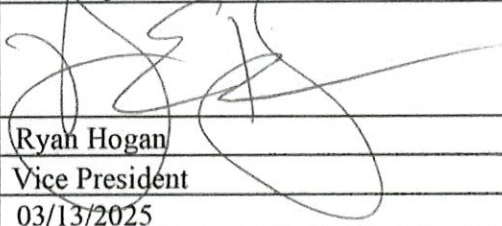

Procurement Facilitator


Witness

ACKNOWLEDGMENT OF ADDENDUM

The undersigned Contractor acknowledged receipt of the following addendum, if issued, to the Invitation for Bid. If none received, write "None Received."

Addendum No. 1	Dated: 02/18/2025
Addendum No. 2	Dated: 02/26/2025
Addendum No. 3	Dated: 03/03/2025
Addendum No.	Dated:
Addendum No.	Dated:

Firm	Tri Scapes, LLC
Signature	
Print Name	Ryan Hogan
Title	Vice President
Date	03/13/2025

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Tri Scares, LLC
Address: 1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041
When Organized: 10/26/1993 Where Incorporated: Georgia
How many years have you engaged in business under the present firm name? 32 years
Credit available for this contract? \$5,000,000.00
Contracts now in hand? \$35,013,949.00
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments: _____

Company Name: Tri Scares, LLC
Authorized By (typed name): Ryan Hogan
Authorized Signature: _____
Title: Vice President Date: 03/13/2025

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #

See references in attached proposal

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13th DAY OF March, 202 5

Misty Chambers
Notary Public

My Commission Expires: 07/19/2028



LIST OF SUB-CONTRACTORS

NAME/ADDRESS	TYPE OF WORK	% of Contract
--------------	--------------	---------------

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Contractor Name

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

[illegible]

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

- ☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.
- ☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
- Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Tri Scapes, LLC
Authorized By (typed name): Ryan Hogan
Authorized Signature: _____
Title: Vice President Date: 03/13/2025

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

13th DAY OF March, 2025 My Commission Expires: 07/19/2028

Misty Chambliss
Notary Public



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

- ☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Tri Scapes, LLC
Authorized By (typed name): Ryan Hogan
Authorized Signature: _____
Title: Vice President Date: 03/13/2025

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

13th DAY OF March, 202 5

My Commission Expires: 07/19/2028

Misty Chambers
Notary Public



Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 13th day of March, 2025.

Signature of Contractor: _____

Ryan Hogan

Title: Vice President

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	03/13/2025
Project:	Bibb County, Georgia
Project #:	25-031-LH-Rosehill Cemetery Maintenance Services
Project Description:	Grounds maintenance services
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, Ryan Hogan having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

Tri Scapes, LLC

(Signature)

(Seal)





Attachment "A"
Required Submission Documents
MACON-BIBB COUNTY
Vendor Application

Date Submitted: 03/13/2025

☐ New Application

☒ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550

Fax: 478-751-7252

Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name: Tri Scapes, LLC

Company Address: 1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041

Authorized By (Name): Heidi Roper

Title: Vice President

Authorized Signature:

Date: 03/13/2025

Telephone Number: 770-752-4698

Fax Number: 770-752-6792

Email Address: heidi@triscapes.com

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: Tri Scapes, LLC

Remit to Address: 1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041

Phone: 770-752-4698

Fax: 770-752-6792

Toll Free:

Contact: Joy, Nash, Accounting Coordinator

Email: joy@triscapes.com

Business Type (choose one):

☐ Individual/Sole Proprietor

☐ Single member LLC

☐ Business - incorporated

☐ Business - not incorporated/partnership

☒ LLC: C S P (circle one)

☐ Other (Specify):

Social Security #:

Federal Tax ID #: 58-2077615

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: Same as above

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due 30

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # 123689

With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # 123689

Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable ☒

Do you maintain a local office in Macon-Bibb County?

Yes _____

No ☒

Attachment "A"

Required Submission Documents

Request for Taxpayer
Identification Number and CertificationGive Form to the
requester. Do not
send to the IRS.Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tri Scapes, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1595 Peachtree Parkway, Suite 204-396

6 City, state, and ZIP code
Cumming, Georgia 30041

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	2	0	7	7	6	1	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
HereSignature of
U.S. person ►

Date ► 03/13/2025

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: Tri Scapes, LLC

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
- (B) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: 123689

Date of Authorization: 06/02/2008 (Proceed to Section 3)

SECTION 3

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

Executed on March, 13, 2025 in Cumming (city), GA (state)

Printed Name of Authorized Officer or Agent: Ryan Hogan

Title of Authorized Officer or Agent: Vice President

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 13th DAY OF March, 2025

Mitzi J. Chambers
NOTARY PUBLIC

My Commission Expires: 07/19/2028



Presented by



March 13, 2025



Maintenance Proposal-
Presented to:





Cover Letter

March 13, 2025

Macon-Bibb County Procurement Department
Rose Hill Cemetery
Maintenance Proposal

Attn: Evaluation Team

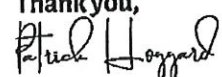
Dear Laura Hardwick,

Thank you for the opportunity to submit this bid package to Macon-Bibb County Procurement Department. We appreciate your consideration of Tri Scares, LLC ("TSI") to provide maintenance services for this project. We seek projects that best fit our capabilities, and we know this opportunity fits our strengths. The Atlanta Business Chronicle has certified us as the 3rd largest landscape maintenance company in Georgia, as of 2024.

We have reached this position through the successful integration of people, innovative technology and a nearly 30-year history of industry excellence and customer satisfaction. You will not find a more capable, prepared, and enthusiastic Maintenance Partner.

Our proposal and fee schedule will remain in effect for 60 days after the due date.

We are excited for the opportunity to provide Macon-Bibb County Procurement Department with our award-winning service!

Thank you,


Patrick Hoggard, Business Development
patrick@triscapes.com
1595 Peachtree Parkway, Suite 204-396
Cumming, Georgia 30041
PH: 770 752 4698



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COMPANY PROFILE



30+

Years of building trust

200+

Employees

1000+

Happy clients

Discover the difference with Tri Scapes LLC as we present our comprehensive landscape maintenance proposal. Our commitment to excellence ensures your outdoor spaces are not only impeccably maintained but also transformed into stunning showcases of natural beauty. Trust us to nurture your landscape vision into a thriving reality





Company Profile



Tri Scapes (TSI) was founded 30 years ago as an all-inclusive commercial contracting and service company. To date, we have successfully managed over \$300 million in commercial construction projects out of our office in South Forsyth County, Georgia. We have been named in the 'Book of Lists' for Atlanta Business Chronicle's Top 20 Commercial Landscape Companies every year since 2008. We were recently named Small Business of the Year through the Forsyth County Chamber of Commerce.

Our crew members are hardworking individuals who are committed to continuous improvement as demonstrated by the numerous industry certifications they have earned and their years of experience in the industry. Our management team consists of over 400 years of experience in management, sales, installation, maintenance, irrigation, and marketing wisdom in the landscape industry.



Rebecca Martin
CFO



Quinn Martin
CEO



Our mission is to cultivate the best
in people.





Company Profile



CORE VALUES

Faith & Family

Strong Work Ethics

Build Relationships

Respect for Others

Honesty & Integrity

Company Profile



Company Capabilities

- Landscape and Hardscape Design, Construction and Maintenance
- Irrigation System Design, Construction and Maintenance
- Sports Field Installation and Maintenance
- Artificial Field Turf Maintenance
- Retention and Detention Pond Construction and Maintenance
- Tree and Stump Removal
- Storm Water System Construction and Maintenance
- Trail Construction and Maintenance
- Porter and Janitorial Services
- Chemical Application Services
- Sidewalk and Pedestrian Improvement
- Bio-Retention Cell Construction and Maintenance

Company Highlights

- General Contractor License # GCCO003381
- Georgia DOT Qualified Contractor up to \$74,100,000.00
- Annual Revenue: \$56,000,000.00
- Line of Credit available: \$900,000.00
- Certified Drug Free Workplace
- 200+ Clients over the last 3 years

 **Tri Scales**

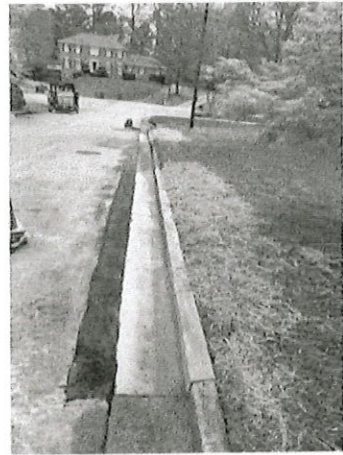
Company Profile



24- Hour Emergency Response



Curb and Gutter Repair



Quality Control Monthly Inspections



Key Personnel



Patrick Hoggard
Primary Contact
patrick@triscapes.com (770) 940-4284



Dewayne Nowell
Operations Manager, TSI Maintenance Division:
Dewayne@triscapes.com (770) 864-4937

Dewayne oversees the Maintenance Division's field operations.



Lindy Blount
Director on Maintenance: Lindy@triscapes.com (678) 517-1818

Lindy will work alongside the management team to organize and administer this contract.



Ryan Hogan
VP, Construction



Jeremy Greenberg
Forestry Division Director



Means and Methods

Tri Scapes will dedicate 1 Foreman and 3 laborers at Rosehill Cemetery 4 days a week during the months of April-September in order to complete the scope of work required for this contract. During the months of October-March 1 Foreman and 2 laborers will be on site 4 days a week to complete the required scope of work.

The following equipment will be dedicated to this project and team:

- 1- Box truck or heavy duty truck and landscape trailer
- 2- Commercial 60" zero turn mowers (Hustler or SCAG)
- 4- Stihl Weedeaters
- 2- Stihl Edgers
- 4- Stihl Backpack blowers
- 2- Backpack sprayers for crack weeds in pavement
- Any necessary hand tools
- *Tri Scapes has over 800 assets, this list can be provided to customer upon request.*

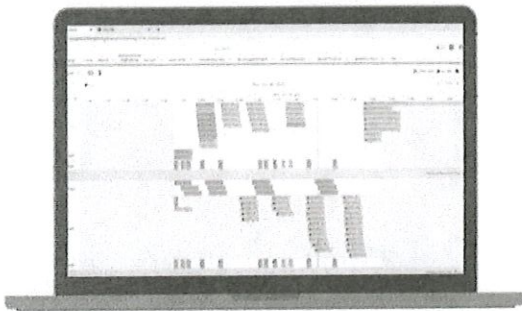
Tri Scapes utilizes Salesforce and Field service to track the scope of work. This information is then sent to the guys in the field for them to check off as they complete each task. This information can then be shared in a report and sent to the customer. You can see this demonstrated on the next pages of this proposal.



salesforce

Partnership with Salesforce

- Captures and Documents the Contract's Entire Scope of Work
- Provides Real-time Status Reports
- Provides Quality Control Reports
- Tracks inventory and equipment
- Creates The Link between the Customer, Project Manager, and Field Technicians

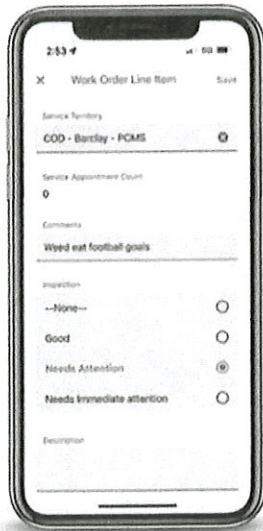


Step 1:

Project Manager distributes routine assignments, which auto-populate daily for field workers.

Step 2:

Field Teams receive and execute tasks on a smart phone app, which captures work and GPS location.



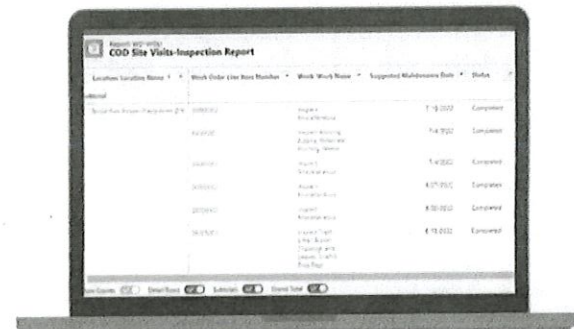
Step 3:

Quality Control Inspector evaluates completed work.



Step 4

Project Manager reviews tasks status, the Inspector's comments, then redistributes work as necessary.



Tri Scapes

Technology



TSI's CRM tool (Field Service) generates reports that can be shared with customers.

Example: COJ Cauley Creek WOL'S COMPLETED YTD

Service Territory: Name ↑	Status	WOLI-End Date	Work: Work Name
COJ - Cauley Creek - 5K Trail	Completed	8/21/2023, 12:00 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/1/2023, 1:49 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/5/2023, 10:33 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/21/2023, 12:00 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/26/2023, 11:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/5/2023, 11:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/13/2023, 1:11 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/26/2023, 12:00 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
Subtotal			
COJ - Cauley Creek - Courts	Completed	8/21/2023, 11:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/5/2023, 10:35 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/21/2023, 2:00 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/26/2023, 10:15 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/5/2023, 10:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/12/2023, 9:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/26/2023, 11:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
Subtotal			
COJ - Cauley Creek - Grass Fields	Completed	8/14/2023, 10:39 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	8/23/2023, 11:43 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/1/2023, 1:47 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/7/2023, 9:40 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/18/2023, 11:10 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/25/2023, 3:30 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/5/2023, 2:00 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/12/2023, 10:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	10/26/2023, 9:00 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds
Subtotal			
COJ - Cauley Creek - Pavilion	Completed	8/21/2023, 3:00 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/1/2023, 1:44 PM	Mow - Edge - Weed Eat - Spray and Pull Weeds
	Completed	9/7/2023, 9:50 AM	Mow - Edge - Weed Eat - Spray and Pull Weeds



Our Tri Sapes Academy utilizes online classes, hands-on training, and practical assessments to train and assess our associates and ensure our work's safety, quality, and sustainability.

- ✓ Safety
- ✓ Athletics Field Maintenance and Management
- ✓ Equipment Operation and Maintenance
- ✓ Sustainable Landscape Management
- ✓ Sustainable Turf Management
- ✓ Integrated Pest Management
- ✓ Irrigation Management
- ✓ Landscape Installation
- ✓ Hardscape Construction
- ✓ Public Works
- ✓ Green Infrastructure
- ✓ Leadership and Management



Licenses and Certifications

- ✓ General Contractor License
- ✓ Forsyth County Business License
- ✓ Pesticide Licenses: Categories 24, 26, and 27
- ✓ GCLP: Georgia Certified Landscape Professional
- ✓ CPSI: Certified Playground and Safety Inspector
- ✓ Certified Turf Grass Profesional
- ✓ Red Card: Erosion Control
- ✓ ICPI
- ✓ Aquatic Facility Operator
- ✓ ISA: Certified Arborist
- ✓ ISA: Utility Arborist
- ✓ ISA: Tree Risk Assessment Qualification (TRAQ)
- ✓ Wildfire Risk Reduction Qualification

References



PARKS MAINTENANCE AND PUBLIC WORKS

1. **Company / Division Name:** City of Dunwoody

2. **Service:**

- 30 staff members maintain all of the city's parks grounds, public rights-of-way grounds, road repairs (asphalt, sidewalks, ADA ramps, etc), and stormwater systems / conveyances. Staff on-call 24 hours for emergency response and provides over 200 hours annually for city's special events.

3. **Contracting Agency:**

- a. City of Dunwoody

4. **Contract Number and Contract Type:**

- Master Agreement No: RFP 23-04 Parks and Right of Way Maintenance
- Type: Fixed

5. **Contract Dollar Value:**

- 2020 Amount: \$1.4 M
- Current Amount: \$2.8 M
- Explanation: Contract went to re-compete (for additional 5 years). Services expanded.

6. **Period of Performance:**

- January 2020-current

7. **Contracting Officer Representative:**

- David Alexander, Parks Manager
- 4800 Ashford Dunwoody Rd NE, Dunwoody, GA 30338
- PH: 470 306 1213
- Email: david.alexander@dunwoodyga.gov

PARKS MAINTENANCE AND PUBLIC WORKS

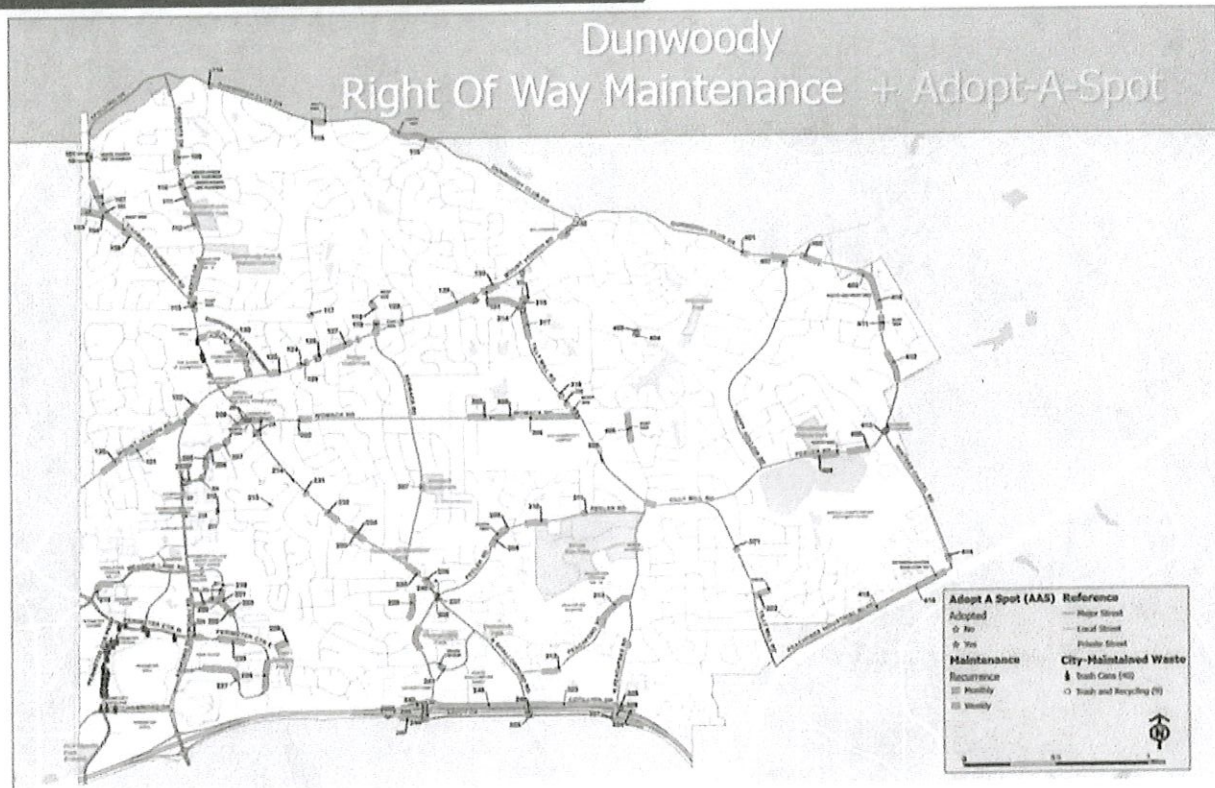
8. Requirement Summary:

- 300 acres of parks grounds maintenance
 - 6 Athletic Fields (Artificial and Natural Turf)
 - 6 Playgrounds (Certified Playground Safety Inspector--on staff)
 - 15 Bathroom sets (Men, Women's, Family)
 - Asphalt and Natural Trails
 - Daily porter / trash services
 - Routine mowing, edging, blowing, pruning, weeding
 - 7-point turf care program
 - Leaf Removal (Leaf vac and truck)
 - Maintenance of sensitive natural areas (Dunwoody Nature Center, Brook Run Arboretum, Brook Run Greenhouse)
 - Irrigation and Water Feature scopes of work
 - 500+ Annual work orders (non-routine scope of work, performed by contract teams)
- 13.2 Square Miles: Road, Sidewalk, Stormwater Maintenance
 - Service 150 centerline miles of roadway and 60 miles of sidewalk
 - Mowing, trash removal, leaf clean up, dead animal removal
 - Remove and replace damaged sections of sidewalk, curbs and gutters, ADA ramps
 - Perform pavement repairs and patching (hot mix and cold patch)
 - Provide service and oversight to the City's 12,000 storm water structures, conveyances, and 62 miles of pipe
 - Maintain pipes by removing debris, performing minor repairs and replacements, and installing new pipe
 - Maintain structures by replacing broken catch basin tops, removing debris, cleaning structures, and reattaching pipes
 - Clean and repair ditches; Place rip rap
 - Clean detention ponds
- Emergency Response (Road repairs, Tree removal, snow and ice removal)
- Equipment Investment: Similar to Joint Base requirement

9. Contract Compliance: Have remained in compliance

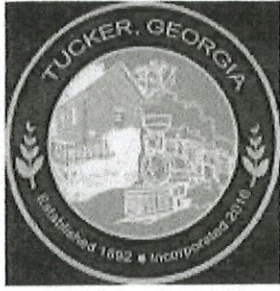
10. Performance Comments: Compliant (4 time Agency of the Year, GPRA)

References



Right-of-Way Landscape Scope of Work

- The contractor will mow and trim vegetation in the areas designated above.
- Trash in these areas should be picked up before and after the mowing as necessary.
- Trash must be bagged and disposed of properly.
- Other debris such as fallen limbs, car parts, etc. must be removed and disposed of properly.
- Illegal signs in the right of way must be removed and provided to the City's Code Enforcement Department.
- Sidewalks and gutters should be kept clear of debris, leaves and vegetation.
- Any unsafe conditions observed by contractor personnel will be reported to the City's Public Works department.
- Apply mulch and pine straw to areas of exposed soil or landscape planting.
- Perform extensive cut back of shrubs, trees, weeds, vines to maintain clear sight lines, vehicle and pedestrian accessibility, and overall maintained appearance.
- Remove fallen trees in any right of way areas as neededd.
- Perform cleanup of fallen leaves from right of way locations during fall / winter season.
- Work Orders
- Emergency response
- Dunwoody Independence Day Parade Preparation



References

CITY OF TUCKER: PUBLIC WORKS AND RIGHT-OF-WAY MOWING

Properties maintained since July 2023

Contact: Ishri Sankar, Director of Public Works

Address: 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084

Phone: 470 240 6053

Email: isankar@tuckerga.gov

TSI has two existing contracts with the City of Tucker: Roads and Stormwater Maintenance and Right-of-Way Maintenance. TSI dedicates an eight-person team to maintain the City's roads, and TSI dedicates a four-person team to service the right-of-way.

- **Right of Way Maintenance:**

- Vegetation Control
- Routine mowing and landscaping
- Concrete and asphalt work
- Dead animal removal
- Snow and Ice Removal
- Emergency Response
- Stormwater Systems Maintenance
- Hydrovac Services
- Guardrail Repair
- Rip Rap Installation
- Tree Removal
- Street Sweeping



Experience and References



GEORGIA POWER: Generation Facilities Vegetation Management

1. **Company / Division Name:** Georgia Power

2. **Service:**

- Staff of 25 maintains four power-generating plants across over 4,400 acres. The staff maintains Beautified Grounds, Maintenance Grounds (Bush Hogging), Regulated Grounds Mowing (Slope Mowing), and applies bare ground and aquatic rated herbicides.

3. **Contracting Agency:** Southern Company

4. **Contract Number and Contract Type:**

- Master Agreement No: 70009 / LRC No: 85283
- Type: Unit Pricing (per acre maintained)

5. **Contract Dollar Value:**

- 2020 Amount: \$500,000
- Current Amount: \$2.1 M
- Explanation: In 2021, service footprint expanded from one Generation Facility (Plant Bowen) to four Generation Facilities (Plants Wansley, Yates, and Mitchell added)

6. **Period of Performance:**

- 2020-current

7. **Contracting Officer:**

- Jenny Minter, Forestry and Right-of-Way Coordinator
- 241 Ralph McGill Blvd., NE, Atlanta, GA 30308-3374
- PH: 470 898 4230
- Email: jlminter@southernco.com

8. **Contracting Officer Representative:**

- Kevin Cooper
- 241 Ralph McGill Blvd., NE, Atlanta, GA 30308-3374
- PH: 404 534 8764
- Email: kevicoop@southernco.com



GEORGIA POWER: Generation Facilities Vegetation Management

9. Requirement Summary:

- Contract Sites
 - Plant Bowen (1600 acres)
 - Plant Wansley (2200 acres)
 - Plant Yates (320 acres)
 - Plant Mitchell (270 acres)
- Beautified Services (akin to "Improved Grounds")
 - Mowing, edging, weed eating, pruning, mulching, tree removal, weeding beds
- Maintenance Services (akin to "Semi Improved and UnImproved Grounds")
 - Bush hogging / Tractor mowing, herbicide gravel areas, brush control, tree removal
- Regulated Services (akin to "MSA areas")
 - Ash mounds (ranging in size from 30-100 acres; 30-45 degree slopes)
 - Require Ventrac, Remote Control Track Mowers, and Aebi Slope Mowers
 - Grass must remain below 12" to remain in environmental compliance
- Herbicide Applications
 - Bare Ground (500 acres)
 - 6-point turf care program (in selected areas)
 - Crack, bed, and substation post-emergent weed control
 - Aquatic Applications
- Perimeter Fence
 - Tree Removals, Pruning, Clearance, Chemical Pruning, Regular inspecting
- Emergency Response

10. **Contract Compliance:** Have remained in compliance

11. **Performance Comments:** Compliant

Thank You

Please do not hesitate to contact us
with any questions or concerns.

Patrick Hoggard
Project Manager
Tri Scapes, LLC
770-752-4698
patrick@triscapes.com





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH STEMBRIDGE CUSTOM METALS, INC., FOR TASK-ORDER GUARD RAIL REPAIR, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF AVAILABLE FUNDS BUDEGTED FOR THESE SERVICES, TO BE PAID FROM THE ENGINEERING DEPARMENT BUDGET, CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 25-027-LH was published on January 7, 2025, soliciting bids for task-order based guardrail repair projects on county roads; and

WHEREAS, IFB No. 25-027-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where seventy-seven (77) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, one (1) self-identified as an African-American owned business; and

WHEREAS, on the published due date of February 20, 2025, one (1) response was received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after the bid review, Stembridge Custom Metals, Inc., a Georgia corporation, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement agrees with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Stembridge Custom Metals, Inc., in an amount not to exceed the amount of available budgeted funds for task-order guardrail repair services, with such Agreement to be in a substantially similar form as the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from the Engineering Department budget, Contract Labor - Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Stembridge Metals - Task Work Guardrails - \$100,000.00 -3-20-25.docx

EXHIBIT A

CONTRACTOR SERVICES AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

THIS AGREEMENT (hereinafter "Agreement") is entered into by and between Macon-Bibb County Government ("County"), a political subdivision of the State of Georgia, and Stembridge Custom Metals, Inc., ("Contractor"), a domestic for-profit corporation with a principal place of business located at 10720 Woodruff Road, Fairburn, GA 30213-2179, collectively the "Parties."

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Scope of Service.

Contractor hereby agrees to provide the task order guardrail repair services, as more fully described in Exhibit A – Scope of Work for Invitation for Bid 25-027-LH – Task Work Order Guardrail Repair Services, hereinafter "Exhibit A", attached hereto and incorporated by reference. Contractor shall commence, diligently pursue, and complete all services to be performed under this Agreement, as outlined in Exhibit A. All services shall be performed in compliance with federal, state, and local laws and regulations. Contractor shall procure and maintain any and all current licenses and permits that may be required for services provided under this Agreement. Any changes to this scope of service shall be made in writing in the form of Change Orders and must be mutually agreed upon by the Parties. Consultant is not obligated to perform services beyond what is contemplated in this Agreement and any Exhibits attached hereto, which are incorporated by reference herein.

It shall be the responsibility of Contractor to maintain the flow of traffic and safety of Contractor's employees and subcontractors by utilizing adequate signage and flagmen at all times. Contractor shall furnish, install, and maintain all necessary traffic control devices to properly protect the worksite and divert traffic. Any such signage and traffic control devices shall be illuminated if left along the roadway during the night and shall be the responsibility of Contractor to remove at the completion of the services hereunder.

2. Compensation.

Contractor shall be compensated at a rate of FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$500.00) per day for Traffic Control, plus the per unit cost of materials reasonably utilized in performance of the work, as more readily delineated in the attached Exhibit B - Exhibit B – Contractor's Unit Price Bid Quantity Sheet, incorporated herein by reference, (hereinafter "Exhibit B") up to an amount not to exceed the budgeted funds allocated to such services in any given year during the life of this Agreement. The anticipated per year budgeted allocation for work performed under this Agreement is \$100,000.00. Contractor and County agree and acknowledge

that this anticipated amount may not be entirely utilized in any given year and is only a possible maximum available for payment for work performed hereunder. Further, Contractor and County agree and acknowledge that the total bid price submitted by Contractor was solely for determining the lowest bidder for this work. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of Services.

4. Payment.

Upon satisfactory completion of each task order project, as provided in Exhibit "A", Contractor shall provide an invoice to the County for the work performed under this Agreement. County agrees to pay the amount stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. Any material to be incorporated into the work for this Agreement may be consigned to County in care of the Contractor. If shipping papers for any such materials clearly show that the materials were so consigned, the shipment shall be exempt from tax on transportation of property pursuant to Sec. 3478(b) of the Internal Revenue Code, as amended by Pub. Law 180-78th Congress.

Prior to the issuance of final payment on any task work order, Contractor shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor

Any material to be incorporated into the work for this Agreement may be consigned to County in care of the Contractor. If shipping papers for any such materials clearly show that the materials were so consigned, the shipment shall be exempt from tax on transportation of property pursuant to Sec. 3478(b) of the Internal Revenue Code, as amended by Pub. Law 180-78th Congress. Contractor shall otherwise be responsible for all costs of transportation of materials

5. Warranty.

Upon acceptance of installation, Contractor agrees to warranty and guarantee all labor and workmanship for a minimum of one (1) year from the date of completion. Work not conforming to contract requirements, including poor quality, defective work, or substitutions not properly approved and authorized, may be considered defective. In addition, Contractor warrants that the work will be performed in a timely manner.

6. Failure to Deliver Equipment and/or Services.

Should Contractor fail to deliver the referenced services provided for in Exhibit "A", County shall have the right to withhold performance of payment until such services are rendered as required under Exhibit "A". In addition, County may also elect to cancel this entire agreement, or any task work order issued hereunder upon non-performance by Contractor.

7. Term.
This Agreement shall be effective as of the date it is fully executed by the Parties and shall be in full force and effect for an initial term of one (1) year from the effective date. At the end of the initial term, this Agreement shall automatically renew for an additional one (1) year term.

Pursuant to Georgia law, this Agreement shall terminate on June 30 and automatically renew on the subsequent July 1 of each year during its effective period, without any action on the part of either Party hereto, until an absolute final maximum contract date of June 30, 2027.
8. Termination.
Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond those stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.
9. Fiscal Non-Appropriations.
Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated
10. Audit Clause.
Upon reasonable notice, County or its authorized agent shall have the right to audit and inspect Contractor's financial records for Services performed under the terms of this Agreement.
11. County Obligations.
County shall provide full access to in a timely manner and shall inform Contractor of any adjustments thereof as soon as practicable.
12. Performance Standards
Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.
13. Independent Contractor
Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for, and compensation paid under this Agreement shall

include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing Services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for Services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

14. Subcontracting and Assignment

Should Contractor elect to subcontract any Services under this Agreement, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

15. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

16. Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this section to the extent that any Claim arises as a result of Contractor's compliance with all applicable law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

17. Insurance Requirements.

Workers' Compensation. Seller agrees to procure and maintain workers' compensation coverage in accordance with the statutory limits as established by Georgia law.

General Liability Insurance Policy ("GL"). Seller agrees to procure and maintain GL covering bodily and personal injury and property damage with a minimum \$1,000,000.00 combined single limit. The maximum deductible of GL shall not exceed \$5,000.00. This policy shall name County and its officers and employees as an additional insured and remain in effect during the performance of this Agreement. GL Policy shall cover: (1) premises-operations; (2) products and completed operations; (3) broad form contractual obligations; (4) independent contractors and subcontractors; and (5) underground explosion and collapse; and (5) water damage. Policy must be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact business in the State of Georgia for the applicable line of insurance.

Automobile Liability Insurance ("AL"). Seller agrees to procure and maintain AL with liability limits not less than \$1,000,000.00, covering any owned, non-owned, or hire motor vehicles. The maximum deductible of AL shall not exceed \$5,000.00. This policy shall name County and its officers and employees as additional insureds.

Evidence of Insurance and General Terms. Seller shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact business in the State of Georgia for the applicable line of insurance. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Seller is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

General. All deductibles shall be paid by Seller. All liability policies obtained by Seller in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all its elected officials, officers, agents, and employees thereof as additional insured, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Seller. Seller shall provide current certificates of insurance types required under this Agreement and shall provide updated certificates of insurance no later than ten (10) days prior to the renewal or amendment of any required insurance policy. Seller shall provide complete copies of any and all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have its policy limits reduced outside of this Agreement unless county is given ten (10) days advance notice from Seller. Seller shall further require that no insurer cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving County ten (10) days' notice.

18. Assignment.
Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.
19. Force Majeure.
Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This paragraph shall not apply to delays as a result of the COVID-19 pandemic.
20. Precedence of Contract Documents.
The Detailed Grounding Remediation Proposal as found in Exhibit A, attached hereto and incorporated by reference shall control as to all aspects which it addresses. As to all other topics not addressed by the Grounding Remediation Proposal, this Agreement and any attachments or addenda, now or future existing, shall control.
21. Confidential Information and Open Records
The Parties acknowledge that both Contractor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Contractor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the County's possession.
- Upon execution of this Amendment, Consultant shall designate in writing that one or more of its officers shall be the open records officer for Consultant in accordance with the Open Records Act. In the event that Consultant receives a request for records under the Open Records Act, Consultant shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Consultant shall provide County with copies of all records proposed for production prior to responding to such request. Consultant shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Consultant shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Consultant shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and*

Consultant's complete compliance with the provisions of this section shall be performed at no cost to County.

Consultant assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Consultant produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Consultant shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Consultant. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

22. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

23. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

24. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment in any action because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. The term "action" shall include, but not be limited to the following: employment, promotion/upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

25. Drug Free Workplace

Neither Contractor nor any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

26. Prohibition Against Employing Illegal Aliens
Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
27. Applicable Law.
In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.
28. Attorney's Fees
In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.
29. Time is of the Essence.
Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.
30. Titles, Captions, Headings.
The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
31. Amendments.
This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
32. Exhibits.
Any and all exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.
33. Severability.
If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

34. Waiver
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

35. Notices.
All notices given under this Agreement shall be in writing and considered duly given if the original is hand delivered; delivered by facsimile; sent by U.S. Mail, postage prepaid or sent via email. Notices that are hand delivered, delivered by facsimile, or sent by email shall be deemed given as of the first business day after the date of delivery. Notices given by U.S. Mail shall be deemed given as of the third business day following the date of posting. Notices shall be sent to the following addresses:

County:	Contractor:
Macon-Bibb County	Stembridge Custom Metals, Inc.
Attn: County Manager	Attn: Bradford Stembridge
P.O. Box 247	10720 Woodruff Road
Macon, Georgia 31202	Fairburn, GA 30213-2179

With Copy to:
Macon-Bibb County Attorney's Office
P.O. Box 247
Macon, GA 31202

36. Entire Agreement.
The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

37. Electronic Representations and Records
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

38. Counterparts.

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attest: _____
Janice S. Ross, Clerk of Commission Date _____

(SEAL)

Stembridge Custom Metals, Inc.:

By: _____
_____(Name/Title) Date _____

Attest: _____
_____(Name/Title) Date _____

(SEAL)

EXHIBIT A

Bid Price Form
For
Task Work Order Guardrail Repair Services

Pay Item	Item Description	Unit	Quantity	Unit Cost	Total
150-1002	TRAFFIC CONTROL -DAY	DAY	20	500.00	10,000.00
151-1000	MOBILIZATION - PER WORK ORDER	WO	10	0	0
610-1055	REMOVE GUARDRAIL	LF	500	8.00	4,000.00
610-1075	REMOVE GUARDRAIL ANCHOR- ALL TYPES	EA	8	400.00	3,200.00
611-5300	RESET GUARDRAIL	LF	250	30.00	7,500.00
611-5320	RESET GUARDRAIL ANCHOR, ALL TYPES	EA	4	400.00	1,600.00
641-1100	GUARDRAIL TPYE T	LF	1000	125.00	125,000.00
641-1200	GUARDRAIL, TPYE W	LF	500	61.00	30,500.00
641-4507	GUARDRAIL POST, TYPE W 7FT	EA	10	130.00	1,300.00
641-4509	GUARDRAIL POST, TYPE W 9FT	EA	10	145.00	1,450.00
641-4609	GUARDRAIL POST, TYPE T 9FT	EA	10	150.00	1,500.00
641-5001	GUARDRAIL ANCHORAGE, TP 1 COMPLETE	EA	5	2,950.00	14,750.00
641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	5	7,100.00	35,500.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31.IN, TANGENT, ENERGY ABSORBING	EA	5	7,100.00	35,500.00
641-5020	GUARDRAIL TERMINAL, TP 12B, FLARED, ENERGY- ABSORBING	EA	5	7,300.00	36,500.00

Total Bid Price:

308,300.00

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Printed Name: Bradford Stenberg
Signature: Bradford Stenberg
Date: 2-3-25

EXHIBIT B

ATTACHMENT B

(25-027-LH)

This contract will be a \$100,000.00 contract that will run for two years or until the \$100,000.00 is expended. The low bidder will be established based on the bid quantity sheet totals. The Approximate Quantities are only for the purpose of the bid and do not reflect the quantities for the contract. Work Orders will be developed utilizing the unit costs shown in the bid quantity sheet.

Scope of Work

Contractors interested in providing Task Work Order Guardrail Repair Services shall provide all materials, equipment, and labor necessary to perform Guardrail Repair services as needed by Macon-Bibb County. The successful contractor shall be expected to perform services on the infrastructure described within this scope of work.

1. The work consists of the repair and replacement of damaged guardrail and upgrading to current standards. The unit pricing shall consist of furnishing all labor, materials, and equipment necessary to complete the identified work area for various roadways throughout Macon Bibb County.
2. All work will be in accordance with the current GDOT specifications at the time of the issued Work Order, unless otherwise negotiated.
3. In all cases, the Macon Bibb Project Manager will describe the work, location and timing requirements involved. This will involve the Macon Bibb Project Manager providing a listing of the work to be completed through the issuance of a Work Order. This listing will include location information, such as addresses and/or site maps indicating the guardrail locations.

Work Schedule

1. Work Orders: This contract is for acquiring services for Task Work Order Guardrail Repair Services. When this type of work is required to be performed within Macon Bibb's right-of-way and on public property, Macon Bibb will notify the Contractor to discuss the work that needs to be

performed and receive a price for completing the work which will include labor, materials, equipment and mobilization.

2. Acceptance: The effective date of the work to be performed will be agreed upon by the Macon Bibb Project Manager and the Contractor. Should the Contractor decline multiple work requests, the Contractor could be removed from the list of Qualified Contractors for Macon Bibb County.

3. Notice to Proceed: The Work Order Notice to Proceed (NTP) will be issued in writing by the Macon Bibb Project Manager. Both parties shall mutually agree on the number of consecutive calendar days allowed to complete the work requested prior to the Contractor's written acceptance of the Work Order. Should the work involve improvements that were not included in the bid, the Contractor shall submit a proposal for the work, and the Macon Bibb Project Manager shall approve of the proposal prior to work being performed. The Contractor shall perform the work and request a Macon Bibb representative to inspect the work and certify that the work is completed.

4. Period of Performance: The Period of Performance under this Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be completed no later than two years from NTP, or as specified in the individual work order(s), whichever is sooner.

5. Invoices: Following completion of the work, the Contractor shall submit an invoice for the work completed. The costs shall reflect the prices received for the work order. No additional cost will be approved without prior authorization of the work. Macon Bibb will process the invoice for payment upon acceptance of the work performed.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL FY2024 VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT AWARD, IN THE AMOUNT OF \$75,874.00, WITH A \$25,271.00 LOCAL MATCH, TO BE MET THROUGH THE PROVISION OF IN-KIND SERVICES, TO BE USED BY THE TO THE OFFICE OF THE MACON-BIBB SOLICITOR-GENERAL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The Office of the Macon-Bibb Solicitor-General has applied for and been awarded a FY2024 Violence Against Women Act (VAWA) grant in the amount of \$75,874.00 from the Criminal Justice Coordinating Council; and

WHEREAS, the grant program fosters initiatives that develop and strengthen effective law enforcement, prosecution, adjudication and offender monitoring strategies to combat violent crimes against women, and fosters initiatives that expand and bolster services for victims of domestic violence, sexual assault, stalking and dating violence; and

WHEREAS, the Office of the Solicitor-General intends to utilize grant funds to fund Victim-Witness Advocate salaries and benefits and training and travel expenses; and

WHEREAS, this grant requires a local match in the amount of \$25,271.00, to be met through the provision of in-kind services; and

WHEREAS, a copy of the grant award letter has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon-Bibb Solicitor-General; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with the Criminal Justice Coordinating Council for the acceptance of a FY2024 VAWA grant award, in the amount of SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS AND 00/100 CENTS (\$75,874.00), with a local match in the amount of \$25,271.00 to be met through the provision of in-kind services, to fund Victim-Witness Advocate salaries and benefits and training and travel expenses.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Accepting VAWA Grant for Solicitor General - 75874 - 3-28-25.docx

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
OVW Fiscal Year 2024 STOP Formula Grant Program

SUBGRANT AWARD

SUBGRANTEE: Bibb County Solicitor's Office

IMPLEMENTING

AGENCY: Bibb County Solicitor's Office

FUNDING CATEGORY: Prosecution

SUBGRANT NUMBER: W24-8-005

FEDERAL FUNDS: \$ 75,874

MATCHING FUNDS: \$ 25,271

TOTAL FUNDS: \$ 101,145

GRANT PERIOD: 01/30/25-12/31/25

Award is hereby made in the amount and for the period shown above for a grant under the Violence Against Women Act (VAWA) as set out in Title IV, of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violence Against Women Act. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 02/07/25

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6001728-002

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11xxx	1	01/30/25	9		**	W24-8-005
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11yy2				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	FY24-25 VAWA	624.41	\$ 75,874

REQUEST DATE: _____

SUBGRANTEE: Bibb County Solicitor's Office

SUBGRANT #: W24-8-005

FUNDING CATEGORY: Prosecution

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

☐ REVISED BUDGET Go To SECTION I

☐ PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II

☐ PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III

☐ PROJECT PERSONNEL. Go To SECTION III

☐ GOALS AND OBJECTIVES Go To SECTION III

☐ OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 101,145		
EQUIPMENT	0		
SUPPLIES	0		
TRAVEL	0		
PRINTING	0		
OTHER	0		
TOTAL	\$ 101,145		
Federal	\$ 75,874		
Match	\$ 25,271		

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD

REQUESTED GRANT PERIOD

FOR EXTENSION,

Start Date: 01/30/25

Start Date:

OF MONTHS:

End Date: 12/31/25

End Date:

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT # 15JOVW-24-GG-00580

ADJ REQUEST #: 1

REQUEST DATE: _____

SUBGRANTEE: Bibb County Solicitor's Office
FUNDING CATEGORY: Prosecution

SUBGRANT #: W24-8-005

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

SUBMITTED BY:

_____ Signature of Financial Officer or Project Director	_____ Title	_____ Date
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CJCC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By:	_____	_____	_____
Authorized By:	_____	_____	_____

CRIMINAL JUSTICE COORDINATING COUNCIL

FY24 S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Macon-Bibb County Solicitor General

SUBGRANT NUMBER: W24-8-005

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials _____

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials _____

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet- based relay services and/or TTY answering procedures.

Initials _____

4. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38 which prohibits specific forms of discrimination on the basis of religion, a religious belief, or refusal to attend or participate in a religious practice. Subgrantees may not use federal grant funds for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. Part 38 makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

5. The subgrantee must comply with all applicable requirements of 28 C.F.R. part 54, which relates to non-discrimination on the basis of sex in certain “education programs.”

Initials _____

6. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials _____

7. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Initials _____

8. Subgrantees are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subgrant conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials _____

9. The subgrantee agrees to comply with applicable requirements regarding registration and maintaining current information in the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Initials _____

10. Pursuant to 2 C.F.R. 200.315(b), the subgrantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative

works), for federal purposes, and to authorize others to do so.

In addition, the subgrantee (or contractor or subcontractor) must obtain advance written approval from the Criminal Justice Coordinating Council and must comply with all conditions specified in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Initials _____

11. The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

Initials _____

12. The subgrantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and provide outreach about available services.

Initials _____

13. The grantee also agrees to comply with the applicable audit requirements of Part 200 Uniform Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials _____

14. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OVW. The subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal, and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 USC 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the subgrantee, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

15. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific costs limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <https://www.justice.gov/ovw/conference-planning>.

Initials _____

16. The subgrantee agrees that consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must have prior approval from CJCC prior to obligation or expenditure of such funds. To exceed this specified maximum rate, subgrantees must submit to CJCC a detailed justification and have such justification approved by CJCC, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour. Although prior approval is not required for consultant rates below this specified maximum rate, subgrantees are required to maintain documentation to support all daily or hourly consultant rates.

Initials _____

17. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf>

All materials and publications (written, web-based, audio-visual, or any other format) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Initials _____

18. The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

Initials _____

19. If the subgrantee uses STOP funds to provide any training to persons outside their agency, they agree to submit an agenda and any training materials to be paid for with the STOP grant for CJCC's approval no later than 30 days prior to the scheduled training.

Initials _____

20. The subgrantee agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials _____

21. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OVW award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OVW award, the subgrantee will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials _____

22. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

23. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of

federal funds.

Initials _____

24. The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

Mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division, ATTN: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

Online: <https://oig.justice.gov/hotline/grant-complaint>
(select "Submit Report Online").

Fax: Directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>

Initials _____

25. The subgrantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on subgrantee's funds for non-compliance with any of the requirements of 34 U.S.C. § 10449(a)-(d) (rape exam payments), 34 U.S.C. § 10449(e) (judicial firearms notification), 34 U.S.C. § 10450 (costs for criminal charges and protection orders), 34 U.S.C. § 10451 (polygraph testing prohibition), 34 U.S.C. § 10454(1) (training for prosecutors), 34 U.S.C. § 10454(2) (victim-centered policies, and 34 U.S.C. § 10454(3) (compelling victim testimony), and 34 U.S.C. 10446(d)(6) (compliance with statutory award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Initials _____

26. The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials _____

27. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials _____

28. Subgrantee agencies agree to comply with the core services training and continuation education requirements applicable to their agency type as outlined in the 2024 Continuation Request for Applications and the application submitted. Subgrantee agencies are responsible for ensuring that their agency meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials _____

29. The subgrantee agrees to comply with the Criminal Justice Coordinating Council [Subgrantee Programmatic and Fiscal Compliance Policy](#). All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials _____

30. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials _____

31. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

Initials _____

32. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim, they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials _____

33. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

Initials _____

34. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials _____

35. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials _____

36. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award packet. Each subgrantee must sign and return all award documents and all required forms within 45 calendar days of the award date to this [link](#). The adjustment request must be accompanied by an accurate detailed project budget in the format requested by the Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____

37. All project costs not exclusively related to this approved project must be prorated, and only the costs of

project-related activities will be reimbursable under the subgrant award.

Initials _____

38. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Once received processing time (the time it is processed to the time the payment is sent to the agency) can take up to 45 days. Please allow for the full 45 days from processing for payments to arrive. Additionally, circumstances may arise that could result in this process taking longer than 45 days. If you do not have payments after the 45-day timeframe, please contact your Grants Specialist.

Initials _____

39. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the “de minimis” indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the “de minimis” indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC).

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the “de minimis” indirect cost rate. If the subgrantee cannot use the “de minimis” and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials _____

40. The subgrantee agrees to submit annual electronic progress report(s) on program activities and program effectiveness measures. Information that subgrantees must collect includes but is not limited to 1) number of victims receiving requested services, 2) number of persons seeking services who could not be served, 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents, 4) number of sexual assault nurse examiners trained, and 5) number of victim advocates supported by grant funding.
- i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to Criminal Justice Coordinating Council October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.
 - ii. Statistical data describing project performance from programs providing Criminal Justice System Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council

using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. CJSSRs describing program outputs (total services delivered, total clients served, etc.) are due annually by March 30th.

- iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance report is due October 30th.
- iv. Subgrantee agencies providing direct victim services and criminal justice system improvement activities are required to complete a VSSR and CJSSR report.
- v. An annual progress report that collects information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of people seeking services who could not be served is due within 45 days of the end of the annual reporting period, December 31, or by a date set by CJCC.

Initials _____

41. All VAWA Criminal Justice System Improvement (CJSI) subgrantees must provide a 25% match contribution of cash or in-kind dollars. Victim service providers receiving STOP funds and all SASP subgrantees are exempt from the match requirement.

Initials _____

42. VAWA CJSI subgrantees may submit match through in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$15.00 per hour. Higher rates must be pre-approved by CJCC.

If using volunteers, the subgrantee agrees to utilize project volunteers that provide direct services. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at

<https://cjcc.georgia.gov/sites/cjcc.georgia.gov/files/Volunteer%20Time%20Record%20%281%29.xlsx>

Initials _____

43. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the

goals and objectives of the grant program and the State of Georgia.

Initials _____

44. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees employees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials _____

45. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials _____

46. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials _____

47. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

Initials _____

48. The subgrantee authorizes the Office on Violence Against Women, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VAWA grant. The subgrantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after the closeout of the federal award or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337. Contact CJCC for questions related to the disposal of records.

The subgrantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

Initials _____

49. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials _____

50. Repeated late submission of any reports may result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials _____

51. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the subgrantee is a high-risk subgrantee.

Initials _____

52. No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal departments or agency authorized to receive such information.

1. In accepting this award, the subgrantee:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized under this award to make subawards, procurement contracts, or both:
 - a. It represents that it has determined that no other entity that the subgrantee's application proposes may or will receive award funds either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials _____

53. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subgrantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subgrantee provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

Initials _____

54. The subgrantee agrees to comply with the provisions of 34 USC 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subgrantee also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291 (b)(2))" on the OVC website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

Initials _____

55. If providing legal assistance under this subaward, the subgrantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subgrantee. The legal assistance eligibility requirements are:

1. Any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide,
2. Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials;
3. Any person or organization providing legal assistance through this Program has informed and will continue to inform State, Local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
4. The subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

Initials _____

56. The subgrantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Initials _____

57. Grant funds may be used only for the purposes in the subgrantee's approved application, unless CJCC determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from CJCC.

Initials _____

58. The subgrantee agrees to attend and participate in CJCC-sponsored technical assistance. Technical assistance includes, but is not limited to, conferences, webinars, peer-to-peer consultations, and workshops. The subgrantee's participation is critical for effective administration of the STOP Formula Grant program and to ensure adherence to statutory provisions.

Initials _____

59. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions. The subgrantee agrees to provide a schedule of board

meetings for the grant year inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

60. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees, or individuals defined (for purposes of this condition) as "employees" of the subgrantee. The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials _____

61. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

Initials _____

62. The subgrantee must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Criminal Justice Coordinating Council no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials _____

63. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials _____

64. The subgrantee, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions>. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the

subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

65. The subgrantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Initials _____

66. The subgrantee agrees to, as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subgrantees obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials _____

67. The subgrantee must have a policy or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials _____

68. Subgrantees agree to take reasonable steps to provide meaningful access to their programs and activities that are free or reduced cost through the Find Help Georgia virtual community resource hub platform which is designed to make finding and providing help easier! Reasonable steps would include having staff attend a virtual 2-hour workshop that equips staff to claim and update all of its agency's program listings to ensure its services populate for their coverage area.

In addition, subgrantees will have a designated staff member become a Find Help Certified Navigator by attending one of the virtual 2-hour workshops. Once the staff is certified, the organization's Find Help Georgia listing(s) will feature a badge on all of its claimed program card(s) which elevates their program cards in the analytic search for services within the zip codes for which they provide those services.

Lastly, the subgrantee will link Find Help Georgia to its agency's website for clients to easily access the virtual community resource hub for simple searching and navigating of community resources.

Initials _____

69. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly or adequate justification upon request cannot be provided, CJCC may de-obligate the remaining funds from each respective quarter.

Initials _____

70. Georgia is pleased to announce the launch of Victim Information and Notification Everyday (VINE®) and the Georgia VINE Service Provider Directory. As a VAWA recipient, the organization must complete the online application to be included in the directory. The online application can be found at <https://info.vinelink.com/Georgia-vine>. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Authorized Official Signature

Date

Print Authorized Official Name

Title



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL FY2024 VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT AWARD, IN THE AMOUNT OF \$84,563.00, WITH A \$28,188.00 LOCAL MATCH, TO BE MET THROUGH THE PROVISION OF IN-KIND SERVICES, TO BE USED BY THE TO THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY’S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney’s Office has applied for and been awarded a FY2024 Violence Against Women Act (VAWA) grant in the amount of \$84,563.00 from the Criminal Justice Coordinating Council; and

WHEREAS, the grant program fosters initiatives that develop and strengthen effective law enforcement, prosecution, adjudication and offender monitoring strategies to combat violent crimes against women, and fosters initiatives that expand and bolster services for victims of domestic violence, sexual assault, stalking and dating violence; and

WHEREAS, the Macon Judicial Circuit District Attorney’s Office intends to utilize grant funds to fund a Victim Assistance Therapist’s salary and benefits; and

WHEREAS, this grant requires a local match in the amount of \$28,188.00, to be met through the provision of in-kind services; and

WHEREAS, a copy of the grant award letter and terms and conditions has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon Judicial Circuit District Attorney’s Office; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with the Criminal Justice Coordinating Council for the acceptance of a FY2024 VAWA grant award, in the amount of EIGHTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS (\$84,563.00), with a local match in the amount of \$28,188.00, to be met through the provision of in-kind services, to fund a Victim Assistance Therapist's salary and benefits.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Accepting VAWA Grant for District Attorney - 84563 - 3-28-25.docx

EXHIBIT A

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
OVW Fiscal Year 2024 STOP Formula Grant Program

SUBGRANT AWARD

SUBGRANTEE: Macon-Bibb County Commission

IMPLEMENTING

AGENCY: Macon-Bibb County

FUNDING CATEGORY: Prosecution

SUBGRANT NUMBER: W24-8-004

FEDERAL FUNDS: \$ 84,563

MATCHING FUNDS: \$ 28,188

TOTAL FUNDS: \$ 112,751

GRANT PERIOD: 01/01/25-12/31/25

Award is hereby made in the amount and for the period shown above for a grant under the Violence Against Women Act (VAWA) as set out in Title IV, of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violence Against Women Act. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 02/07/25

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

46-3992371-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11xxx	1	01/01/25	9		**	W24-8-004
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11yy2				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	FY24-25 VAWA	624.41	\$ 84,563

REQUEST DATE: _____

SUBGRANTEE: Macon-Bibb County Commission

SUBGRANT #: W24-8-004

FUNDING CATEGORY: Prosecution

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

☐ REVISED BUDGET Go To SECTION I

☐ PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II

☐ PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III

☐ PROJECT PERSONNEL. Go To SECTION III

☐ GOALS AND OBJECTIVES Go To SECTION III

☐ OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 84,563		
EQUIPMENT	0		
SUPPLIES	0		
TRAVEL	0		
PRINTING	0		
OTHER	0		
TOTAL	\$ 84,563		
Federal	\$ 84,563		
Match	\$ 0		

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD

REQUESTED GRANT PERIOD

FOR EXTENSION,

Start Date: 01/01/25

Start Date:

OF MONTHS:

End Date: 12/31/25

End Date:

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

REQUEST DATE: _____

SUBGRANTEE: Macon-Bibb County Commission
FUNDING CATEGORY: Prosecution

SUBGRANT #: W24-8-004

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

SUBMITTED BY:

Signature of Financial Officer or Project Director	Title	Date
--	-------	------

CJCC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By:	_____	_____	_____
Authorized By:	_____	_____	_____

CRIMINAL JUSTICE COORDINATING COUNCIL

FY24 S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Macon-Bibb County DA

SUBGRANT NUMBER: W24-8-004

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials _____

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials _____

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet- based relay services and/or TTY answering procedures.

Initials _____

4. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38 which prohibits specific forms of discrimination on the basis of religion, a religious belief, or refusal to attend or participate in a religious practice. Subgrantees may not use federal grant funds for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. Part 38 makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

5. The subgrantee must comply with all applicable requirements of 28 C.F.R. part 54, which relates to non-discrimination on the basis of sex in certain “education programs.”

Initials _____

6. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials _____

7. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Initials _____

8. Subgrantees are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subgrant conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials _____

9. The subgrantee agrees to comply with applicable requirements regarding registration and maintaining current information in the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Initials _____

10. Pursuant to 2 C.F.R. 200.315(b), the subgrantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative

works), for federal purposes, and to authorize others to do so.

In addition, the subgrantee (or contractor or subcontractor) must obtain advance written approval from the Criminal Justice Coordinating Council and must comply with all conditions specified in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Initials _____

11. The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

Initials _____

12. The subgrantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and provide outreach about available services.

Initials _____

13. The grantee also agrees to comply with the applicable audit requirements of Part 200 Uniform Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials _____

14. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OVW. The subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal, and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 USC 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the subgrantee, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

15. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific costs limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <https://www.justice.gov/ovw/conference-planning>.

Initials _____

16. The subgrantee agrees that consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must have prior approval from CJCC prior to obligation or expenditure of such funds. To exceed this specified maximum rate, subgrantees must submit to CJCC a detailed justification and have such justification approved by CJCC, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour. Although prior approval is not required for consultant rates below this specified maximum rate, subgrantees are required to maintain documentation to support all daily or hourly consultant rates.

Initials _____

17. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf>

All materials and publications (written, web-based, audio-visual, or any other format) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Initials _____

18. The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

Initials _____

19. If the subgrantee uses STOP funds to provide any training to persons outside their agency, they agree to submit an agenda and any training materials to be paid for with the STOP grant for CJCC's approval no later than 30 days prior to the scheduled training.

Initials _____

20. The subgrantee agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials _____

21. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OVW award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OVW award, the subgrantee will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials _____

22. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

23. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of

federal funds.

Initials _____

24. The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

Mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division, ATTN: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

Online: <https://oig.justice.gov/hotline/grant-complaint>
(select "Submit Report Online").

Fax: Directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>

Initials _____

25. The subgrantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on subgrantee's funds for non-compliance with any of the requirements of 34 U.S.C. § 10449(a)-(d) (rape exam payments), 34 U.S.C. § 10449(e) (judicial firearms notification), 34 U.S.C. § 10450 (costs for criminal charges and protection orders), 34 U.S.C. § 10451 (polygraph testing prohibition), 34 U.S.C. § 10454(1) (training for prosecutors), 34 U.S.C. § 10454(2) (victim-centered policies, and 34 U.S.C. § 10454(3) (compelling victim testimony), and 34 U.S.C. 10446(d)(6) (compliance with statutory award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Initials _____

26. The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials _____

27. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials _____

28. Subgrantee agencies agree to comply with the core services training and continuation education requirements applicable to their agency type as outlined in the 2024 Continuation Request for Applications and the application submitted. Subgrantee agencies are responsible for ensuring that their agency meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials _____

29. The subgrantee agrees to comply with the Criminal Justice Coordinating Council [Subgrantee Programmatic and Fiscal Compliance Policy](#). All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials _____

30. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials _____

31. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

Initials _____

32. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim, they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials _____

33. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

Initials _____

34. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials _____

35. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials _____

36. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award packet. Each subgrantee must sign and return all award documents and all required forms within 45 calendar days of the award date to this [link](#). The adjustment request must be accompanied by an accurate detailed project budget in the format requested by the Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____

37. All project costs not exclusively related to this approved project must be prorated, and only the costs of

project-related activities will be reimbursable under the subgrant award.

Initials _____

38. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Once received processing time (the time it is processed to the time the payment is sent to the agency) can take up to 45 days. Please allow for the full 45 days from processing for payments to arrive. Additionally, circumstances may arise that could result in this process taking longer than 45 days. If you do not have payments after the 45-day timeframe, please contact your Grants Specialist.

Initials _____

39. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the “de minimis” indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the “de minimis” indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC).

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the “de minimis” indirect cost rate. If the subgrantee cannot use the “de minimis” and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials _____

40. The subgrantee agrees to submit annual electronic progress report(s) on program activities and program effectiveness measures. Information that subgrantees must collect includes but is not limited to 1) number of victims receiving requested services, 2) number of persons seeking services who could not be served, 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents, 4) number of sexual assault nurse examiners trained, and 5) number of victim advocates supported by grant funding.
- i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to Criminal Justice Coordinating Council October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.
 - ii. Statistical data describing project performance from programs providing Criminal Justice System Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council

using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. CJSSRs describing program outputs (total services delivered, total clients served, etc.) are due annually by March 30th.

- iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance report is due October 30th.
- iv. Subgrantee agencies providing direct victim services and criminal justice system improvement activities are required to complete a VSSR and CJSSR report.
- v. An annual progress report that collects information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of people seeking services who could not be served is due within 45 days of the end of the annual reporting period, December 31, or by a date set by CJCC.

Initials _____

41. All VAWA Criminal Justice System Improvement (CJSI) subgrantees must provide a 25% match contribution of cash or in-kind dollars. Victim service providers receiving STOP funds and all SASP subgrantees are exempt from the match requirement.

Initials _____

42. VAWA CJSI subgrantees may submit match through in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$15.00 per hour. Higher rates must be pre-approved by CJCC.

If using volunteers, the subgrantee agrees to utilize project volunteers that provide direct services. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at

<https://cjcc.georgia.gov/sites/cjcc.georgia.gov/files/Volunteer%20Time%20Record%20%281%29.xlsx>

Initials _____

43. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the

goals and objectives of the grant program and the State of Georgia.

Initials _____

44. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees employees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials _____

45. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials _____

46. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials _____

47. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

Initials _____

48. The subgrantee authorizes the Office on Violence Against Women, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VAWA grant. The subgrantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after the closeout of the federal award or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337. Contact CJCC for questions related to the disposal of records.

The subgrantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

Initials _____

49. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials _____

50. Repeated late submission of any reports may result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials _____

51. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the subgrantee is a high-risk subgrantee.

Initials _____

52. No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal departments or agency authorized to receive such information.

1. In accepting this award, the subgrantee:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized under this award to make subawards, procurement contracts, or both:
 - a. It represents that it has determined that no other entity that the subgrantee's application proposes may or will receive award funds either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials _____

53. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subgrantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subgrantee provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

Initials _____

54. The subgrantee agrees to comply with the provisions of 34 USC 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subgrantee also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291 (b)(2))" on the OVC website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

Initials _____

55. If providing legal assistance under this subaward, the subgrantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subgrantee. The legal assistance eligibility requirements are:

1. Any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide,
2. Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials;
3. Any person or organization providing legal assistance through this Program has informed and will continue to inform State, Local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
4. The subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

Initials _____

56. The subgrantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Initials _____

57. Grant funds may be used only for the purposes in the subgrantee's approved application, unless CJCC determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from CJCC.

Initials _____

58. The subgrantee agrees to attend and participate in CJCC-sponsored technical assistance. Technical assistance includes, but is not limited to, conferences, webinars, peer-to-peer consultations, and workshops. The subgrantee's participation is critical for effective administration of the STOP Formula Grant program and to ensure adherence to statutory provisions.

Initials _____

59. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions. The subgrantee agrees to provide a schedule of board

meetings for the grant year inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

60. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees, or individuals defined (for purposes of this condition) as "employees" of the subgrantee. The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials _____

61. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

Initials _____

62. The subgrantee must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Criminal Justice Coordinating Council no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials _____

63. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials _____

64. The subgrantee, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions>. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the

subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

65. The subgrantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Initials _____

66. The subgrantee agrees to, as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subgrantees obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials _____

67. The subgrantee must have a policy or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials _____

68. Subgrantees agree to take reasonable steps to provide meaningful access to their programs and activities that are free or reduced cost through the Find Help Georgia virtual community resource hub platform which is designed to make finding and providing help easier! Reasonable steps would include having staff attend a virtual 2-hour workshop that equips staff to claim and update all of its agency's program listings to ensure its services populate for their coverage area.

In addition, subgrantees will have a designated staff member become a Find Help Certified Navigator by attending one of the virtual 2-hour workshops. Once the staff is certified, the organization's Find Help Georgia listing(s) will feature a badge on all of its claimed program card(s) which elevates their program cards in the analytic search for services within the zip codes for which they provide those services.

Lastly, the subgrantee will link Find Help Georgia to its agency's website for clients to easily access the virtual community resource hub for simple searching and navigating of community resources.

Initials _____

69. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly or adequate justification upon request cannot be provided, CJCC may de-obligate the remaining funds from each respective quarter.

Initials _____

70. Georgia is pleased to announce the launch of Victim Information and Notification Everyday (VINE®) and the Georgia VINE Service Provider Directory. As a VAWA recipient, the organization must complete the online application to be included in the directory. The online application can be found at <https://info.vinelink.com/Georgia-vine>. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Authorized Official Signature

Date

Print Authorized Official Name

Title



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A MACON-BIBB LAW ENFORCEMENT FOUNDATION GRANT, IN THE AMOUNT OF \$48,537.00, WITH NO LOCAL MATCH REQUIRED, AWARDED TO THE BIBB COUNTY SHERIFF’S OFFICE FOR THE PURCHASE OF A VEHICLE FOR YOUTH INTERVENTION PROGRAMS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb Law Enforcement Foundation (“MBLEF”) provides private financial support to fund equipment, technology, training, youth programs and community outreach not supported by the Macon-Bibb County budget for the Bibb County Sheriff’s Office; and

WHEREAS, the MBLEF desires to provide the Bibb County Sheriff’s Office with funds, in the amount of \$48,537.00, to purchase a Dodge Charger vehicle for Youth Intervention Programs; and

WHEREAS, the funds will be provided on a reimbursement basis, with no local match required; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Bibb County Sheriff’s Office; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission approves the acceptance of funding from Macon Bibb Law Enforcement Foundation in the amount of FORTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS AND 00/100

CENTS (\$48,537.00), with no local match required, awarded to the Bibb County Sheriff's Office to purchase a Dodge Charger vehicle for Youth Intervention Programs, as detailed in Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Accepting Macon-Bibb Law Enforcement Foundation Funds - 48,537- 3-28-25.docx

EXHIBIT A



MACON-BIBB

Law Enforcement Foundation, Inc.

Mobilizing our community to support Law Enforcement in Macon-Bibb County.

Board of Directors

Patrick Goff
Rick Lanford
Walt Miller
Beverly Olson
Anita Shipman
Dele Reichert
Warren Selby, Jr.
Walter Timley

March 28, 2025

Sheriff David Davis

Re: Notice of funds approved for expenditure

Dear Sheriff Davis,

Since 2011, the Macon-Bibb Law Enforcement Foundation, Inc. (the "MBLEF") has strived to support the law enforcement officers that work tirelessly to protect and serve our community. MBLEF's mission is to mobilize the community to support the Bibb County Sheriff's Office by providing financial support to fund equipment, technology, training, youth programs and community outreach.

The purpose of this letter is to inform you that our Board of Directors has approved your request for \$48,537 for a Dodge Charger Vehicle for Youth Intervention Programs.

Thank you for your service to Macon-Bibb County.

Sincerely,


Chairman

MILLEDGEVILLE



Date: 3/25/2025
Salesperson: Hazel Stephens
Manager: Rohan Shah
Customer ID #: aa-4CA5T00XJTFpps

FOR INTERNAL USE ONLY

CUSTOMER Warren Selby Home Phone : (478) 746-7306

Address : , Work Phone :

E-Mail : wselbyjr@warrenassociates.com Cell Phone : (478) 746-7306

VEHICLE

Stock # : 230342 New / Used : Used VIN : 2C3CDZFJ4PH621855 Mileage : 0

Vehicle : 2023 Dodge Challenger Color : F8 Green

Type : R/T Scat Pack 2dr Rear-Wheel Drive

Body Size : Style : Weight : 0 Unit Class :

Market Value Selling Price	58,125.00
Discount	10,625.00
Adjusted Price	47,500.00
Dealership Services	999.00
Non Tax Fees	38.00
Cash Deposit	.00
Balance	48,537.00

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Type Comments Here: