

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica



INT CITY MANAGER: DIANA DESANTO
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
March 25, 2025 | 10:00 AM

Review of the Agenda (Mayor Leslie McPherson)

A. Governing Body (Mayor Leslie McPherson)

1. Keep Carroll Beautiful Sponsorship for E-Recycling Event
2. Board of Ethics Appointments (Kevin Drummond, City Attorney)

B. Building Development (Tracy Jarvis, Director)

1. J & M Tank Lines- Asphalt Manufacturing (Nic Griffin, Deputy Director Building Development)

C. Public Works (Hal Burch, Director)

1. Thomas Dorsey 3 way, Eleanor Walk Proposed One way and Public Hearing (Hal Burch, Director)
2. Thomas Dorsey and Daniel Rd. 3 Way Stop (Hal Burch, Director)
3. Main Street Plaza Paving Project (Mark Teal, City Engineer Consultant)

D. City Manager (Interim City Manager, Diana DeSanto)

1. Request for approval of current Mirror Lake Boulevard Left-hand Turn Lane design (Diana DeSanto, Interim City Manager)
2. Lions Club Community Development Grant
3. Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc. Community Development Grant

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at 678-840-1229 10 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Keep Carroll Beautiful - Sponsorship for E-Recycling Event
AGENDA DATE: 4-1-2025

DATE PREPARED: 3-24-2025
PREPARED BY: Theresa Campbell

AMOUNT: \$1,000
GL ACCOUNT #: 100-1110-572100
FUNDING SOURCE: General Fund Operating
BUDGETED ITEM?: Yes

1:

PURPOSE: To approve a \$1,000 sponsorship of the Keep Carroll Beautiful Spring E-Recycling event on April 26, 2025.

BACKGROUND: The City has sponsored this event in the past:

2015 - \$1,000
2016 - \$1,000
2018 - \$1,000
2021 - \$1,000
2022 - \$1,000
2023 - \$1,000
2024 - \$1,000

STAFF RECOMMENDATION: Approval.

IMPACT: To sponsor a local electronic recycling event by Keep Carroll Beautiful.

MOTION: I move to approve the sponsorship of Keep Carroll Beautiful's Spring E-Recycling event for the amount of \$1,000. •



Since 2005, Keep Carroll Beautiful has been dedicated to fulfilling the mission to engage the residents of Carroll County in taking responsibility for improving our community's environment. Our organization has made a meaningful and measurable impact through education, litter removal programs, beautification projects, and recycling initiatives. We owe our success to partners like you; local businesses, civic organizations and volunteers from the community who share value and pride in Carroll County.

In 2025, we are celebrating our 20th Anniversary! We have big plans to make this the best year yet and we hope you will consider joining us in making Carroll County clean, green, safe and beautiful. **There are a multitude of ways to stay involved:**

VOLUNTEER TO PARTICIPATE in recycling events.

Organize a neighborhood **LITTER CLEANUP** or join the Adopt-A-Road or Trail program.

Start a **COMMUNITY GARDEN** or help care for an existing one.

BECOME AN ADVOCATE for recycling, litter prevention and beautification programs.

Serve on the KCB **ADVISORY BOARD**

DONATE TO KCB and help us continue recycling, litter prevention, beautification and education events in Carroll County at little to no cost for the residents.

Keep Carroll Beautiful holds 501(c)3 non-profit status and donations to our organization are tax deductible. We are a certified Keep America Beautiful affiliate dedicated to serving Carroll County, Georgia and are a member of the Keep Georgia Beautiful network of over 70 organizations.

Our organization will continue to serve the communities of Carroll County in collaborative, inclusive and innovative ways and we thank you for your support.

Sincerely,
Katina Lear
Board President

Martyna Griffin
Executive Director



47,203
pounds of electronics
collected during two
e-recycling events



4,955
tires collected and recycled
with an estimated **weight of**
54.5 tons



14,110
pounds of household
chemicals collected during
the household hazardous
waste event.



14,725
pounds of documents
recycled during two Paper
Shredding collections.



928
volunteers spent **1,494 hours**
collecting 665 bags of trash



7
community gardens were
established and maintained



7,000
compostable dishes provided
for Kiwanis Pancake Breakfast
and Carroll County Empty
Bowls.



\$80,734
The **cost** of the 2024 recycling
events.

2025 annual sponsorship levels

\$10,000 TITLE SPONSORSHIP

- 1 Your organization will be recognized as a title sponsor for all major recycling, litter, and fundraising events hosted by Keep Carroll Beautiful:
 - Community Appearance Index (January 13-24)
 - Great GreenBelt Cleanup (March 15)
 - Spring Tired of Tires (April 12-19)
 - Spring Electronics Recycling (April 26)
 - Household Hazardous Waste and Paper Shredding (May 17)
 - Fall Electronics Recycling (October 4)
 - Green Run 5K - Fundraiser (October 25)
 - Fall Tired of Tires (November 8-15)
- 2 Your organization will be recognized as a title sponsor for all KCB Litter Programs, including Adopt-A-Road, Community Wide Cleanups, and Adopt-A-Trail. **There are currently over 40 groups signed up for these programs.**
- 3 Your logo will be featured on our Wall of Fame and be visible to all the foot traffic moving past KCB's Bradley Street office in Carrollton.
- 4 Your organization will be recognized by name / logo in print and digital materials, including:
 - Keep Carroll Beautiful website and quarterly newsletters and Year-in-Review Annual Report.
 - Event media flyers, posters, banners and calendars.
 - Branded digital materials on Facebook, Instagram, Twitter and LinkedIn.
 - We will tag your social media platforms and use any appropriate hashtags.
 - Volunteer items like t-shirts and vests.
 - Our recycling events are advertised on local radio stations through over 200 radio impressions. We also participate in at least FIVE Community Voice programs each year, where we share information on our sponsors.
 - KCB is featured in local press, including Times-Georgian and Star News.

\$5,000 PRESENTING SPONSORSHIP

- 1 Your organization will be recognized as a title sponsor for all major recycling, litter, and fundraising events hosted by Keep Carroll Beautiful:
 - Community Appearance Index (January 13-24)
 - Great GreenBelt Cleanup (March 15)
 - Spring Tired of Tires (April 12-19)
 - Spring Electronics Recycling (April 26)
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 - We will tag your social media platforms and use any appropriate hashtags.
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 - KCB is featured in local press, including Times-Georgian and Star News.





2025 recycling event sponsorship

EVENT PRESENTING SPONSOR: \$1,000

Includes mentions in advertising (paper, website, social-media), logo on event banners, event-day tent space (when applicable) and mentions on Gradick Communications radio coverage:

- Two hundred and thirty (60-second) recorded promotional announcements with sponsors in the two weeks preceding the event.
- Eight (60-second) promotional announcements during the day of the event.
- Announcements air on all Gradick Commercial Stations: B92 Country, Great Classics 98.9, Kiss 102.7, King Country 93.7FM/1060AM
- News Talk 1330AM/106.3 F mentions during Community Voice program on WLBB, Carroll County's News Talk Station and live appearances on other stations the week of the event.

EVENT SPONSOR: \$500

- Includes mentions in print and online advertising and during live radio appearances, large logo placement on the event's banner(s), and tent space for the day.

EVENT FRIEND: \$250

- Receive company name mentioned in print and digital advertising.

2025 RECYCLING EVENTS

- Spring Tired of Tires (April 12-19)
- Spring Electronics Recycling (April 26)
- Household Hazardous Waste and Paper Shredding (May 17)
- Fall Electronics Recycling (October 4)
- Fall Tired of Tires (November 8-15)





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointments to the Villa Rica Board of Ethics

AGENDA DATE: February 11, 2025

DATE PREPARED: January 24, 2025

PREPARED BY: Kevin Drummond, City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill vacancies on the Board of Ethics. The Board of Ethics is to be composed of three residents of the City. One member is to be appointed by the Mayor. One member is to be appointed by the Council and the third member is appointed by the Mayor to be approved by a majority of the City Council.

STAFF RECOMMENDATION: n/a

MOTION:

1st Member – (The Mayor’s 1st appointment does not require a motion or vote) – I, Mayor Leslie McPherson, hereby appoint _____ to the Villa Rica Board of Ethics.

2nd Member – Motion - I move to appoint _____ as the City Council’s appointment to the Villa Rica Board of Ethics.

3rd Member – I, Mayor Leslie McPherson hereby appoint _____ to the Villa Rica Board of Ethics.

Motion - I move to approve _____ as appointed by the Mayor, to the Villa Rica Board of Ethics.

ARTICLE VI. ETHICS

Sec. 2-180. Purpose.

The purpose of this article is to:

- (1) Encourage high ethical standards in official conduct by city officials;
- (2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (4) Serve as a basis for disciplining those who refuse to abide by its terms.

(Ord. No. 03-15-CCO, § 1(2-150), 5-5-2015)

Sec. 2-181. Scope.

The provisions of this article shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the city Charter shall be controlling in the event of an actual conflict with the provisions of this article. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

(Ord. No. 03-15-CCO, § 1(2-151), 5-5-2015)

Sec. 2-182. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City official or *official*, unless otherwise expressly defined, does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity;
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed:
 - a. \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services; or
 - b. Ten percent of the recipient's gross income during that period, whichever is less;
- (3) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (4) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 03-15-CCO, § 1(2-152), 5-5-2015)

Sec. 2-183. Prohibitions.

- (a) No city official shall use such position to secure special privileges or exemptions for himself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself from such discussion or vote as applicable.
- (c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
- (d) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
- (e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.
 - (1) This prohibition shall not be applicable to the professional activities of the city attorney in his work as an independent contractor and legal advisor on behalf of the city.
 - (2) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).
 - (3) Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.
- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- (g) Public property shall be disposed of in accordance with state law.

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- (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
 - (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself and take no further action on matters regarding the potential future employer.
 - (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
 - (k) No city official shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to the public at large.
 - (l) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
 - (m) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
 - (n) A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
 - (o) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefor.
 - (p) No city official shall attempt to unduly influence the outcome of a case before the municipal court, nor shall any city official engage in ex parte communication with a municipal court judge on any matter pending before the municipal court.

(Ord. No. 03-15-CCO, § 1(2-153), 5-5-2015)

Sec. 2-184. Conflict of interest.

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose his interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(Ord. No. 03-15-CCO, § 1(2-154), 5-5-2015)

Sec. 2-185. Board of ethics.

The board of ethics shall consist of three residents of the city, one appointed by the mayor, one appointed by the city council, and the third appointed by the mayor and approved by a majority of the city council.

(Ord. No. 03-15-CCO, § 1(2-155), 5-5-2015)

Sec. 2-186. Receipt of complaints.

- (a) All complaints against city officials shall be filed with the board of ethics, who may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the city council or the board of ethics. Upon receipt of a complaint in proper form, the chairman of the board of ethics shall forward a copy of the complaint to the city official charged in the complaint within no more than seven calendar days.
- (b) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article.
- (c) Upon receipt of a complaint in proper form, the board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The board of ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. For complaints that are not dismissed, the board of ethics is empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.
- (d) Upon completion of its investigation of a complaint, the board of ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.
- (e) The board of ethics is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint.
- (f) The board of ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.
- (g) Findings of the board of ethics shall be submitted to the city council for action.
- (h) To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a city official, whether currently serving as a city official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.

(Ord. No. 03-15-CCO, § 1(2-156), 5-5-2015)

Sec. 2-187. Service of complaint.

The city clerk or board of ethics as appointed herein shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. A hearing shall be held within 60 calendar days after filing of the complaint. The board of ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross examination of available witnesses. The

decision of the board of ethics shall be rendered to mayor and council within seven calendar days after completion of the final hearing. At any hearing held by the board of ethics, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board of ethics or the city council to act upon any complaint.

(Ord. No. 03-15-CCO, § 1(2-157), 5-5-2015)

Sec. 2-188. Right to appeal.

- (a) Any city official or complainant adversely affected by the findings or recommendations of the board of ethics may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Carroll County within 30 days after the decision of the board of ethics. The filing of such application shall act as supersedeas.

(Ord. No. 03-15-CCO, § 1(2-158), 5-5-2015)

Sec. 2-189. Penalty.

Any person violating any provision of this article is subject to:

- (1) Public reprimand or censure by the city council; or
- (2) Request for resignation by the city council.

(Ord. No. 03-15-CCO, § 1(2-159), 5-5-2015)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: J & M Tank Lines- Asphalt Manufacturing

AGENDA DATE: March 25th, 2025

DATE PREPARED: March 21st, 2025

PREPARED BY: Nic Griffin

PUBLIC HEARING: Not required

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: J & M Tank lines and Scruggs Company would like to request the approval of a fixed asphalt plant to be located on the existing property parcel No. V03 0100037; W. Industrial Ct.

BACKGROUND: J & M Tank lines submitted civil plans and proposed to construct a building that was to be used as a base of operations while also servicing their fleet. The plans have been approved as of May 30th, 2024. This project is ready for a land disturbance permit.

The Scruggs company would like to carry out the construction for this building while also transferring ownership from J & M Tanklines. Additionally, they are requesting permission to install a fixed asphalt manufacturing facility. Asphalt manufacturing is a permitted use in the parcel's current zoning, I2.

They submitted a letter to our City Manager with this request and explanation below:
I am writing to formally request an exemption from the 180-day moratorium on new construction and development enacted by the City of Villa Rica. We fully recognize and respect the City's commitment to evaluating and improving its sewer infrastructure. However, we believe that our proposed modifications align with the criteria for exemption outlined in Section 3 of the resolution and would have no adverse impact on the City's current sewer capacity.

On May 30, 2024, our site plan was approved, and I have attached the corresponding documentation for reference. Following this approval, we entered into a purchase and sale agreement with The Scruggs Company for the acquisition of the parcel. This transaction includes prior engineering work, soil analysis, and the approved site plan.

To maximize efficiency in both time and cost, The Scruggs Company intended to proceed with the approved site plan for grading while incorporating an asphalt manufacturing plant on the west side of the lot at the time of building permit submission. A proposed modification reflecting this addition is attached for review.

We respectfully request that the City allow the addition of a fixed asphalt plant, as its addition does not require additional sewer access and is allowed by zoning. The plant is operated by three employees that will use the restroom located in the proposed main building. This requested modification will have no impact on the water or sewer capacity that has already been allocated to the project.

Secondly, we request permission to transfer ownership while also preserving our permit. We understand that transferring ownership may void the approved site plan. To preserve the permit, J&M has agreed to proceed with site development in accordance with the approved plans prior to transfer of ownership, but would prefer to transfer ownership and allow The Scruggs Company to handle the development consistent with the approved plans..

STAFF RECOMMENDATION: Staff recommends approval

MOTION:

1. I move to approve the request to allow the addition of a fixed asphalt plant, as its addition does not require additional sewer access and is allowed by zoning; But deny the request to transfer ownership.
2. I move to approve the request to allow the addition of a fixed asphalt plant, as its addition does not require additional sewer access and is allowed by zoning permission and also to transfer ownership while also preserving our permit.
3. I move to deny both requests for manufacturing asphalt and transfer ownership.

J&M Tank Lines

1100 Corporate Parkway
Birmingham, AL 35242
jarledge@jmtank.com
205-329-3007

March 13th, 2025

Diana DeSonto, City Manager

ddesanto@villarica.gov
City of Villa Rica
571 West Bankhead Hwy
Villa Rica, GA 30180

Subject: Request for Exemption from Moratorium on Previously Approved Site Plan

Dear Ms DeSanto,

I am writing to formally request an exemption from the 180-day moratorium on new construction and development enacted by the City of Villa Rica. We fully recognize and respect the City's commitment to evaluating and improving its sewer infrastructure. However, we believe that our proposed modifications align with the criteria for exemption outlined in Section 3 of the resolution and would have no adverse impact on the City's current sewer capacity.

On May 30, 2024, our site plan was approved, and I have attached the corresponding documentation for reference. Following this approval, we entered into a purchase and sale agreement with The Scruggs Company for the acquisition of the parcel. This transaction includes prior engineering work, soil analysis, and the approved site plan.

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Project Information:

- **Project Name:** J&M Tank Line
- **Project Address:** 330 West Industrial Court
- **Parcel Number:** V03 0100037
- **Proposed Development Type:** Industrial
- **Development Scope:** Addition of Asphalt Manufacturing Plant

We respectfully request the City Manager consider our application for an exemption from the moratorium and allow our project and transfer of ownership to proceed. I am happy to meet at your earliest convenience to discuss this matter further.

Thank you for your time and consideration. I look forward to your response.

Sincerely,


Jeff Arledge (Mar 13, 2025 21:18 CDT)

Vice President of Maintenance
J&M Tank Lines

J&M Tank Lines Waiver Request (2)

Final Audit Report

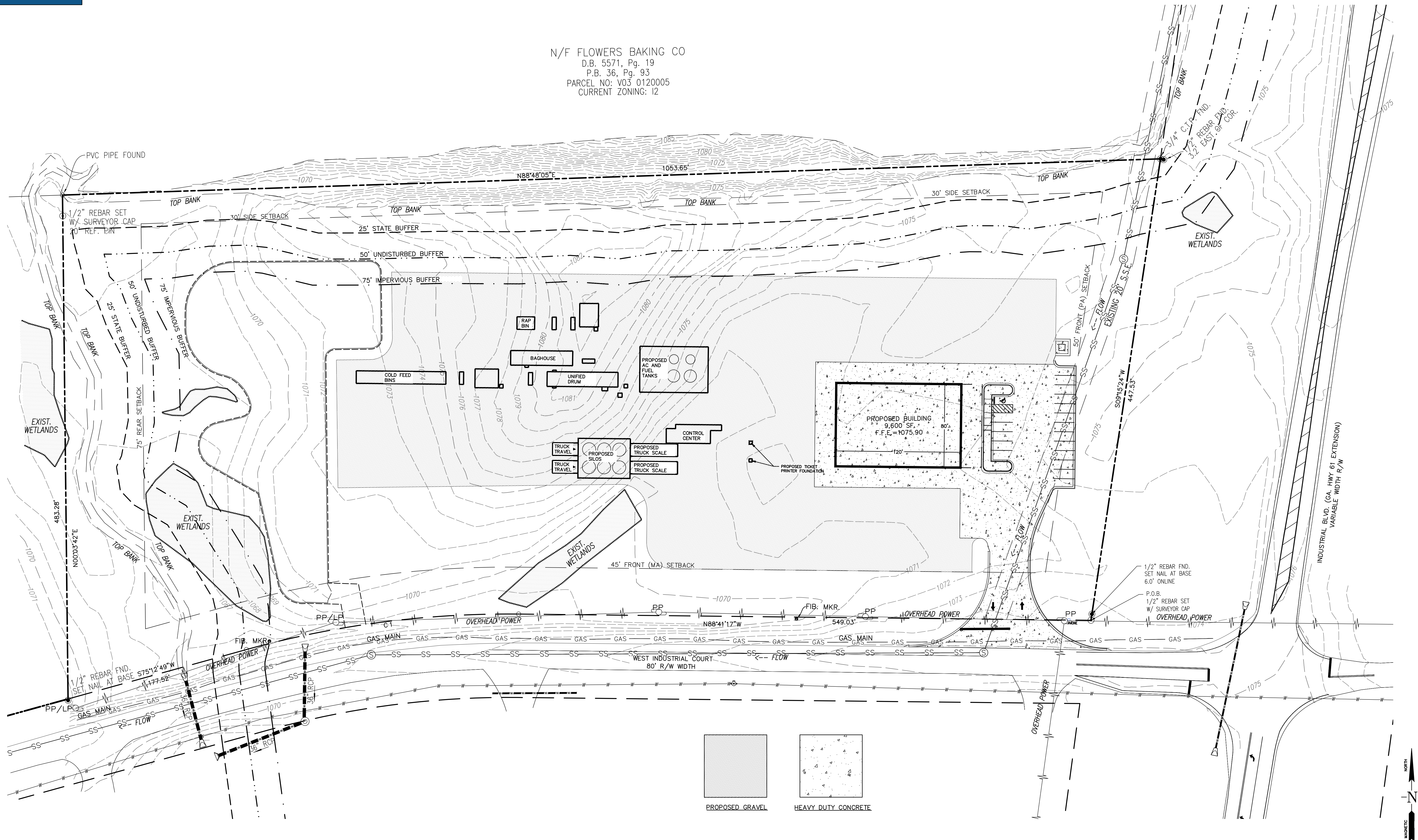
2025-03-14

Created:	2025-03-13
By:	Jeremy Heidl (jheidl@sunbeltasphalt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADfwLQyYjKE9jQYeMYHpqPfZlxiTZWZn

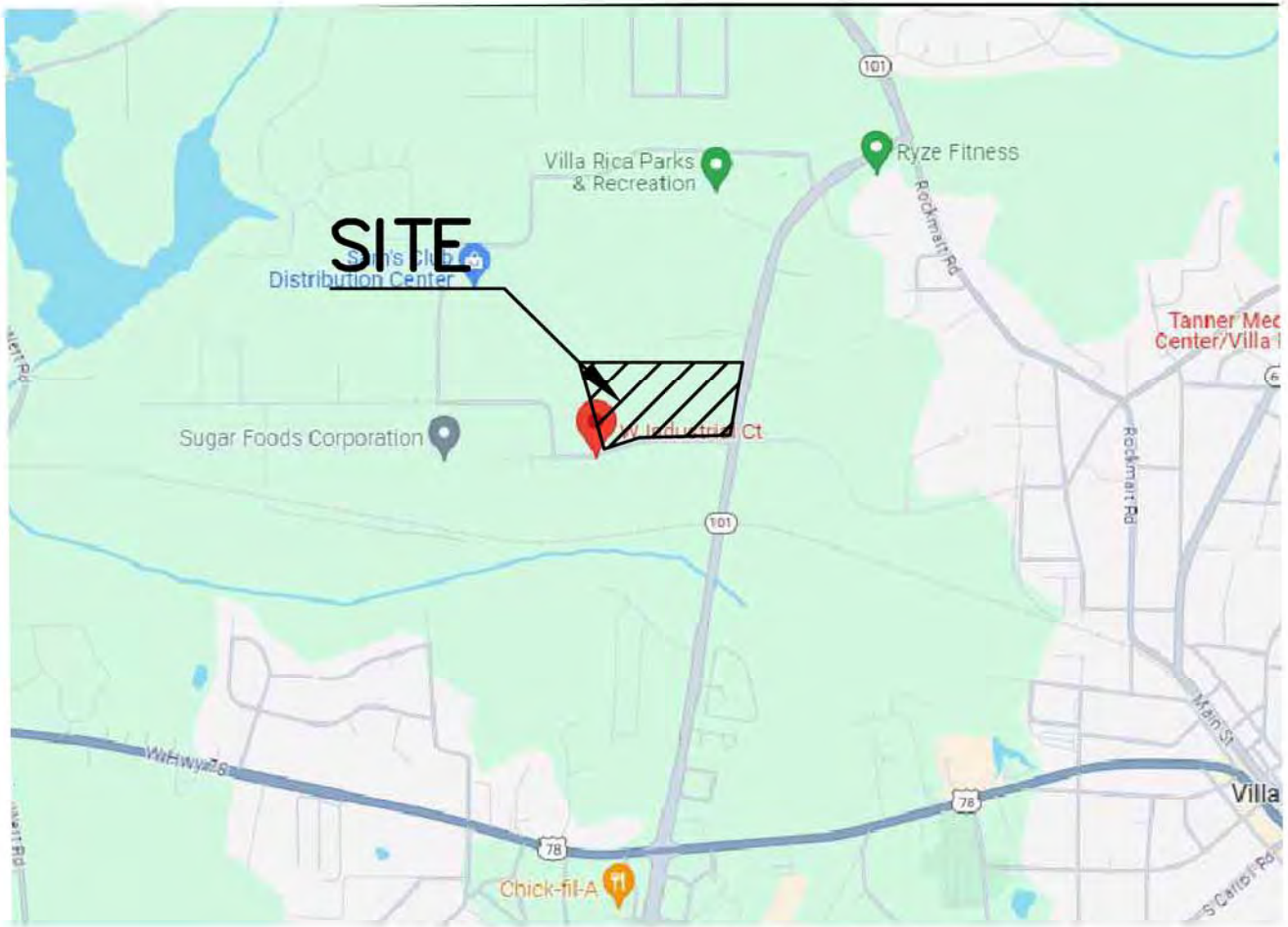
"J&M Tank Lines Waiver Request (2)" History

-  Document created by Jeremy Heidl (jheidl@sunbeltasphalt.com)
2025-03-13 - 7:44:54 PM GMT
-  Document emailed to Jeff Arledge (jarledge@jmtank.com) for signature
2025-03-13 - 7:45:17 PM GMT
-  Email viewed by Jeff Arledge (jarledge@jmtank.com)
2025-03-14 - 2:14:38 AM GMT
-  Document e-signed by Jeff Arledge (jarledge@jmtank.com)
Signature Date: 2025-03-14 - 2:18:07 AM GMT - Time Source: server
-  Agreement completed.
2025-03-14 - 2:18:07 AM GMT

N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2



CONSTRUCTION DRAWINGS
OF
J&M TANK LINES



VICINITY MAP

INDEX OF DRAWINGS

SHEET	DESCRIPTION
	SURVEY BY LEWIS LAND CONCPETS
GN1	GENERAL NOTES
EC1	NDPES NOTES
EC2	NDPES NOTES
EC3	INITIAL PHASE EROSION CONTROL PLAN
EC4	INTERMEDIATE PHASE EROSION CONTROL PLAN
EC5	FINAL PHASE EROSION CONTROL PLAN
EC6	EROSION CONTROL STANDARD DETAILS
EC7	ES&PC CHECKLIST
OVSP	OVERALL SITE PLAN
SP1	SITE PLAN
SP2	ENTRANCE SIGHT DISTANCE PLAN AND PROFILE
SP3	SITE PLAN DETAILS
GP1	GRADING PLAN
GP2	GRADING PLAN DETAILS
SD1	STORM DRAIN PLAN
SD2	STORM DRAIN PROFILE
SD3	STORM DRAIN DETAILS
UT1	UTILITY PLAN
UT2	UTILITY DETAILS
LP1	LIGHTING PLAN
LA1	LANDSCAPE PLAN
LA2	LANDSCAPE DETAILS

JOB#:
H23254
J&M TANK LINES

DATE: MARCH 12, 2024

REVISION

No. DATE: 5/15/24

CITY OF VILLA RICA COMMENTS

CITY OF VILLA RICA, GA
DEVELOPMENT REVIEW

- ☒ APPROVED
☐ APPROVED AS NOTED
☐ DENIED



CITY ENGINEER:

ZONING: Nic Griffin

Tracy Jarvis

APPROVING OFFICIAL

DATE

Digitally signed by Nic Griffin
DN: C=US, E=dgriffin@villarica.gov, O=City of Villa Rica, OU=Planning and Zoning, CN=Nic Griffin
Date: 2024.06.17 09:58:05-04'00'

Digitally signed by Tracy Jarvis
DN: C=US, E=trajavis@villarica.gov, O=City of Villa Rica, OU=Community Development Director, CN=Tracy Jarvis
Date: 2024.06.17 10:46:38-04'00'

LOCATION
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA



Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

OWNER/DEVELOPER

J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242
24 hr. CONTACT: JEFF ARLEDGE
PH: 205-329-3007

ELEVATION DATUM IS MEAN SEA LEVEL
DATUM SOURCE = NAVD88
DATE OF SURVEY: 12/11/20
TOTAL ACREAGE: 10.11
TOTAL DISTURBED AREA: 6.43
PROPOSED IMPERVIOUS AREA: 2.31

GPS LOCATION OF CONSTRUCTION EXIT
LATITUDE: 33.741657
LONGITUDE: -84.938038

UTILITY COMPANIES
• SyncGlobal (Telecom)
• Stream Energy (Gas)
• Georgia Power (Power)
• City of Villa Rica (Water)

NOTES:

- GRAVEL VARIANCE (VA-02-24) APPROVED BY VILLA RICA CITY COUNCIL ON MARCH 4, 2024.

Councilman Matthew Momtahan moved to approve the requested variance for gravel parking by Jeff Aldredge J & M Tank Lines with the conditions that the stormwater management facilities utilize bio detention features and also that the approval, only applies to the use as noted in variance application, tank lines.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Marchman, Momtahan, Warmoth, Carter, McCoy

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION AND ADVISE ENGINEERING OF ANY CONFLICTS. ALL LOCATION OF UTILITIES SHOWN ON THESE DRAWINGS IS APPROXIMATE AND MAY NOT BE A COMPLETE LOCATION OF ALL UTILITIES. CERTIFICATION TO THE LOCATION OF ALL UTILITIES IS WITHHELD.

BEFORE ANY EXCAVATION WORK BEGINS OR ANY WORK BEGINS WITHIN TEN(10') FT. OF OVERHEAD POWER LINES OF 750 VOLTS OR MORE, NOTIFICATION MUST BE MADE TO THE UTILITIES PROTECTION CENTER (UPC) AT 1-800-282-7411 (770-623-4344 IN METRO ATLANTA).



Know what's below.
Call before you dig.

Primary Permittee:

- "I certify that the receiving water(s) or outfall(s) or a combination of receiving water(s) and outfall(s) will be monitored in accordance with the Erosion, Sedimentation and Pollution Control Plan."
- "I certify that the Erosion, Sedimentation and Pollution Control Plan (Plan) has been prepared in accordance with Part IV of the General NPDES Permit No. GAR 100001, No. GAR 100002 or No. GAR 100003, the Plan will be implemented, and that such Plan will provide for compliance with this permit."
- "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- "I certify that to the best of my knowledge and belief, that the Erosion, Sedimentation and Pollution Control Plan (Plan) was prepared by a design professional, as defined by this permit, that has completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission in accordance with the provisions of O.C.G.A. 12-7-19 and that I will adhere to the Plan and comply with all requirements of this permit."

Jeff Arledge

Primary Permittee Signature

LEGEND

- Monumentation Found w/ Size & Type
- 1/2" Rebar Set w/ Orange Cap Stamped "R.S. LEWIS GARLS2789"
- Concrete Monument Found
- Fence Corner Found
- Existing Tree Found
- RBR - Rebar FND - Found
- O.T.P. - Open Top Pipe
- C.T.P. - Crimp Top Pipe
- P.O.B. - Point of Commencement
- P.O.B. - Point of Beginning
- LLC - Land Lot Corner
- LLL - Land Lot Line
- R/W - Right of Way
- Centerline
- O.H.P. - Overhead Power Line
- NTS - Not to Scale
- INT - Intersection
- EOP - Edge of Pavement
- Property Line

SURVEY NOTES

- Subject and adjacent property owners' deed and plat references were obtained through Clerk of Superior County, but are not guaranteed as to accuracy or completeness. All deed book references shown hereon are recorded in the Clerk of Superior County's office of CARROLL COUNTY, GEORGIA.
- Survey done without benefit of a current Title Search or Commitment. As such, Land Use Restrictions, Setbacks, Zoning, Easements and other Title Facts may exist that are not shown hereon.
- Utilities such as Electric Lines, Water Lines, Gas Lines, Sanitary Sewer Lines or Wells may or may not exist on site and may or may not be shown hereon.
- Structures visible on the date of survey are shown hereon.
- Locations are accurate only where dimensioned.
- This property may contain wetlands. All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the state of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without the proper permit application and approval.
- This property is not located in a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13045C 01520 & 13045C 01560; Effective Date: 09/19/2007.
- The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 15-6-67 as amended by HB1004 (2016), in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- Topographic Survey Notes:
Elevations Based on NAVD(88).
Contour Interval is 1 foot.
Contour data show hereon is based upon "Field-Run" measurements EXCEPT in the drainage ditch along the north property line. In this area, Contour data shown is from LIDAR points obtained from NOAA and processed in Global Mapper v21.0.
- Current Zoning for Subject Parcel is MEDIUM DENSITY INDUSTRIAL "I2" per Current online Zoning Map for the City of Villa Rica, Georgia.
- Wetlands shown hereon scaled from Aerial Map provided by Nelson Environmental, Inc. Study from the Aerial Map was taken on prepared on December 8, 2020. Nelson Environmental, Inc. 404-862-1665.

SURVEYOR CERTIFICATION
ROBERT S. LEWIS, GA. RLS #2789

ROBERT S. LEWIS
REGISTERED LAND SURVEYOR
No. 2789
SECTION 5
ROBERT S. LEWIS

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

BY: **RLS** 04/05/2024
ROBERT S. LEWIS, GA. RLS #2789 DATE

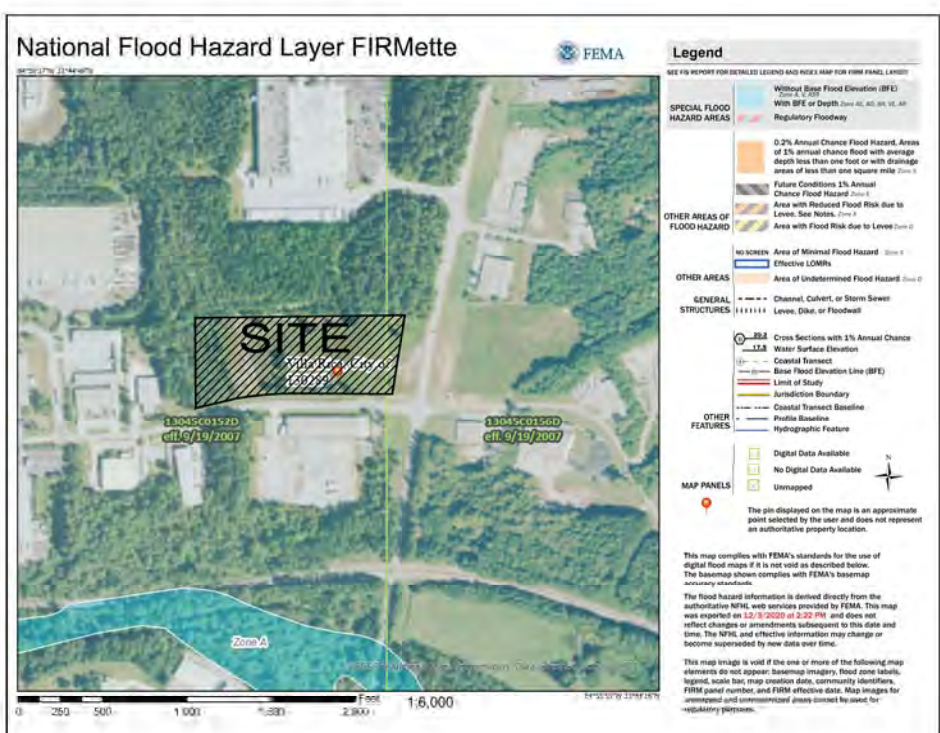
SURVEY REFERENCES

1.) CORRECTIVE QUITCLAIM DEED FROM "PHILIP E. KAUFFMAN" TO "BARBARA KAUFFMAN" DATED JANUARY 1, 2010. RECORDED IN CARROLL COUNTY RECORDS DEED BOOK 4866, PAGE 94.

2.) PLAT TITLED "PROPERTY SURVEY FOR GA-FLATTEXTILE MILL, INC." DATED 02/14/1980. RECORDED IN CARROLL COUNTY RECORDS PLAT BOOK 20, PAGE 240. SURVEYED BY DOUGLAS C. CRAWFORDS, GA. RLS NO. 1833.

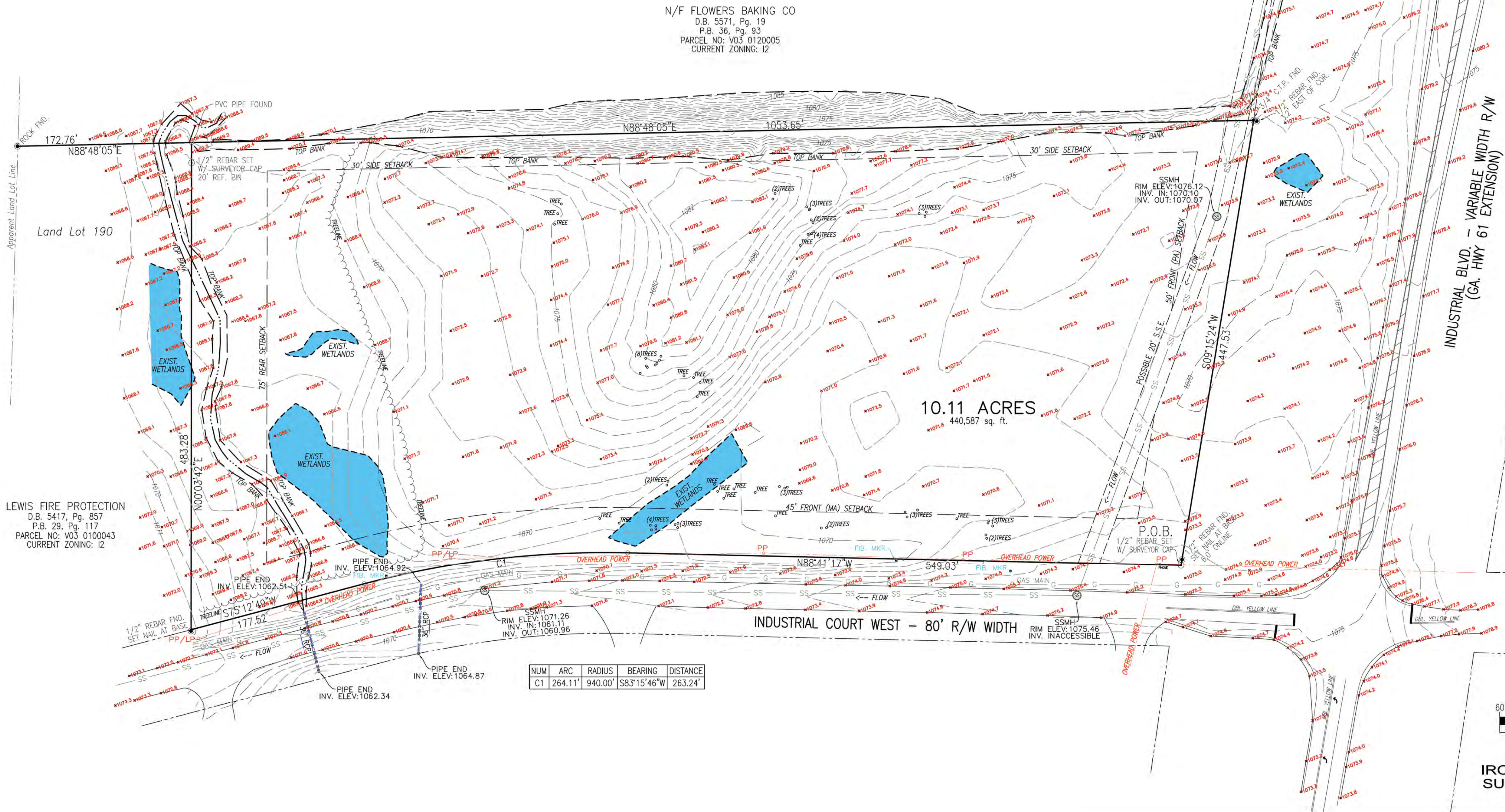
CLOSURE STATEMENT

- The field data upon which this plat is based has a closure precision of one foot in 27,674 feet, and an angular error of 1.6 seconds per angle and was not adjusted. Fieldwork completed NOVEMBER 30, 2020.
- This plat has been calculated for closure and found to be accurate within one foot in 100,000 feet.
- This survey was made using a LEICA TS13P Robotic Total Station, which reads distances to the nearest 0.005 foot and with direct reading of 5 seconds angular measurement.



CITY OF VILLARICA
18 "CITY OF GOD" 26
GEORGIA

Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer



UTILITY LEGEND

- Electric Manhole
- Electric Meter
- Gas Manhole
- Gas Valve
- Gas Meter
- Sanitary Sewer Manhole
- Grease Trap
- Sanitary Sewer Cleanout
- Storm Sewer Manhole
- Telephone Manhole
- Water Manhole
- Water Meter
- Water Valve
- Fire Hydrant
- Fiber Optic Marker
- Light Pole for Fields
- Power Pole for OHP
- Power Pole with Light
- Storm Pipe, Size & Flow Direction
- Heat, Ventilation & Air Conditioning
- Bored Well
- Cable/Phone Pedestal
- Underground Water Line
- Underground Gas Line
- Underground Sanitary Line
- Underground Fiber Optic
- Overhead Power Line
- Chainlink Fence
- Wood/Privacy Fence
- Barbwire Fence

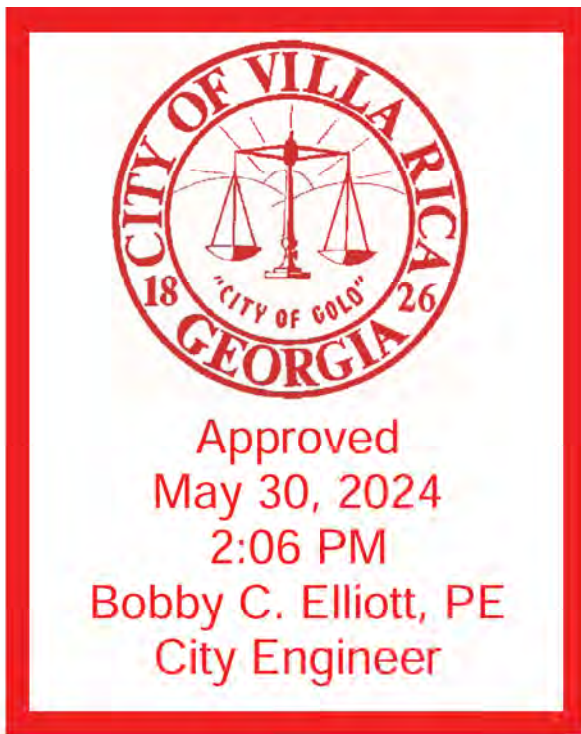
Plat of Asbuilt Survey For:
J&M TANK LINES
LOCATED IN LAND LOT 190
6TH. DISTRICT
BEING WITHIN THE CITY OF VILLA RICA
CARROLL COUNTY - GEORGIA
CURRENT PARCEL NO. V03 0100037

ORIGINAL SURVEY DATE: 04/05/2024
SITE INSPECTION DATE: 04/05/2024
FIELDWORK COMPLETION DATE: 12/03/2020
SCALE: 1 inch = 60 feet

FIELD: LSL CALC: RSL DRAFT: RSL

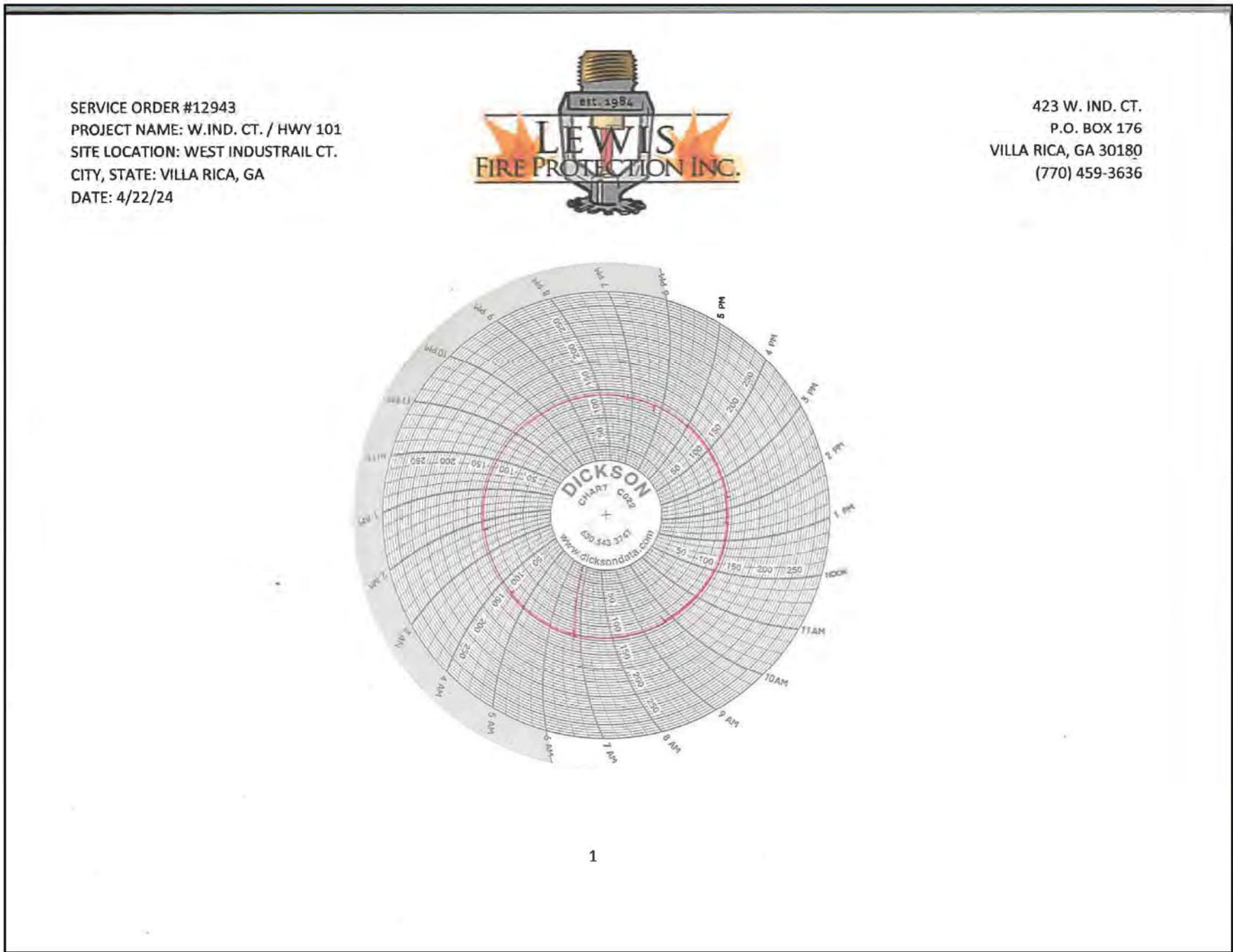
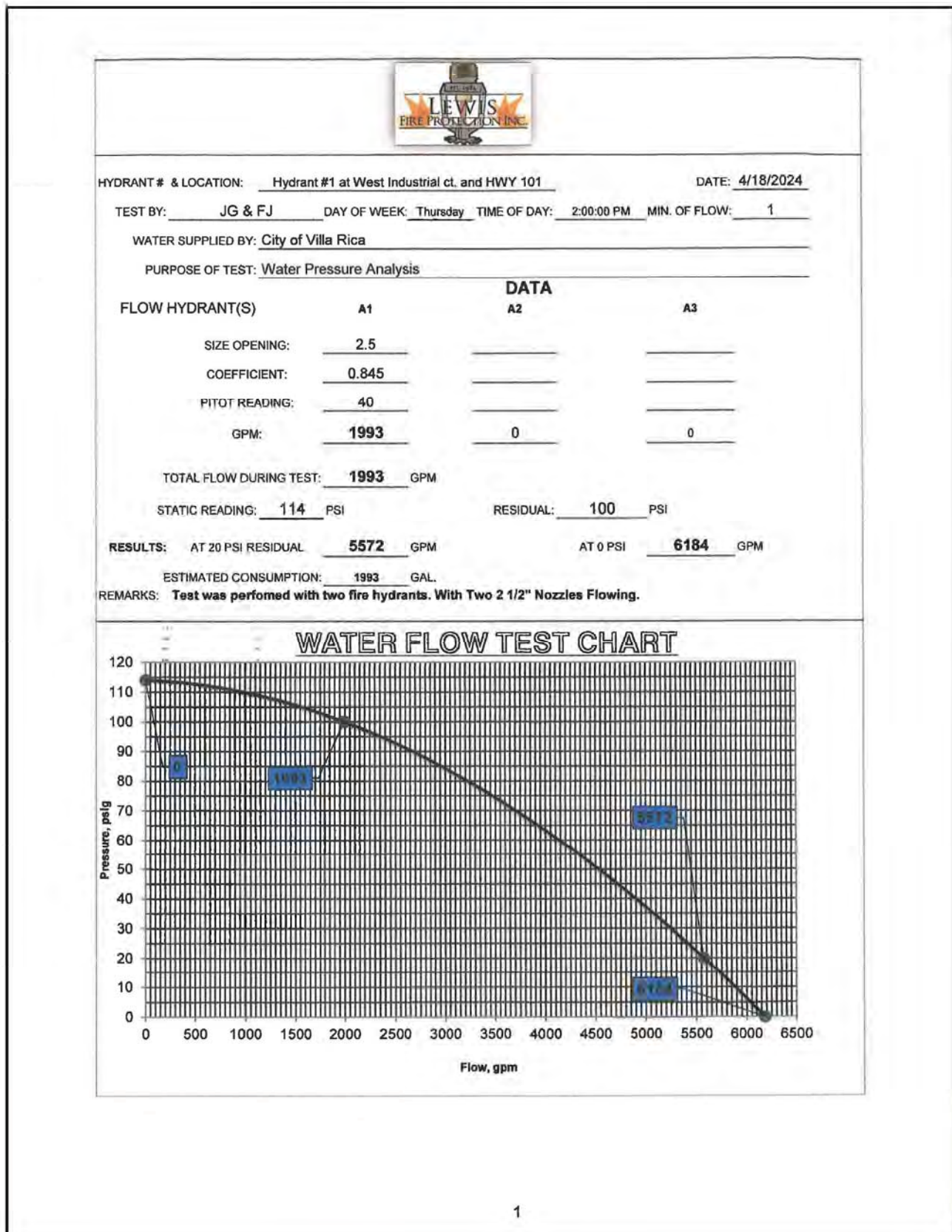
IRON PIN SET SURVEY CAP DETAIL

LEWIS5
DEVELOPMENT CONCEPTS, LLC
ROBERT S. LEWIS - GA. RLS #2789 285 TOM
REEVE DRIVE CARROLLTON, GA. 30117
OFFICE: 770-577-7001 - CELL: 770-280-5738
SLewis@L5DevelopConcepts.com



DEMOLITION NOTES:

1. ALL NECESSARY PERMITS FOR DEMOLITION SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL PROTECT ALL ADJACENT LANDS FROM DAMAGE DURING DEMOLITION WORK. ANY OFF-SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
3. NO DEMOLITION MATERIALS SHALL BE DISPOSED OF ON-SITE. ALL DEBRIS SHALL BE HAULED OFF-SITE TO A DISPOSAL AREA APPROVED BY THE STATE OF GEORGIA FOR THE HANDLING OF DEMOLITION DEBRIS.
4. ALL STRUCTURES NOT LABELED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. ANY STRUCTURES THAT ARE TO REMAIN THAT ARE DAMAGED SHALL BE REPAIRED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION AT NO ADDITIONAL COST.
5. CONSTRUCTION ENTRANCE AND SILT FENCE SHALL BE IN PLACE PRIOR TO DEMOLITION OPERATIONS.
6. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
7. UTILITIES ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR, OWNER & ENGINEER ARE NOT RESPONSIBLE FOR UTILITY LOCATIONS. CONTRACTOR SHALL CONTACT UTILITIES PROTECTION CENTER @ 1-800-282-7411 OR 770-623-4344 72 HOURS PRIOR TO CONSTRUCTION TO HAVE UTILITIES LOCATED.
8. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCIES BETWEEN THESE PLANS AND FIELD CONDITIONS.



CITY OF VILLA RICA WATER NOTES

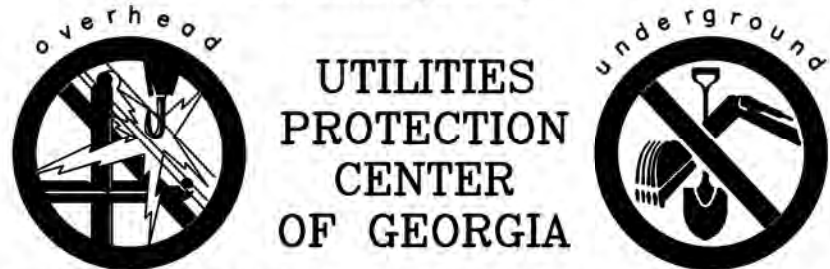
- A. ALL WATER MAINS AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE CITY'S DESIGN AND CONSTRUCTION STANDARDS, LATEST EDITION.
- B. NOTIFY THE CITY OF VILLA RICA COMMUNITY DEVELOPMENT DEPARTMENT AT LEAST 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION ON WATER AND SEWER. AN INSPECTOR WILL BE ASSIGNED AND A PRE-CONSTRUCTION MEETING SCHEDULED AT THIS TIME.
- C. "AS-BUILT" DRAWINGS SHALL BE FIELD VERIFIED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER OR LAND SURVEYOR, LICENSED IN THE STATE OF GEORGIA. "AS-BUILT" DRAWINGS ARE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.
- D. ALL CONTRACTORS FOR WATER AND SEWER CONSTRUCTION SHALL BE ON THE CITY OF VILLA RICA APPROVED CONTRACTORS LIST. CONTACT THE CITY COMMUNITY DEVELOPMENT DEPARTMENT FOR A COPY OF THE LIST AND/OR APPLICATIONS.
- E. CONTRACTORS HAVE THE RESPONSIBILITY TO ASSURE EROSION CONTROL OF SEWER EASEMENTS, PARTICULARLY WHEN SEWER EASEMENTS ARE IN CLOSE PROXIMITY OF DRAINAGE EASEMENTS. SEE THE ASSIGNED CITY INSPECTOR FOR DETAILS.
- F. THE CONTRACTOR SHALL COMPLY WITH ALL UTILITIES PROTECTION CENTER REQUIREMENTS.
- G. CITY OF VILLA RICA WATER : 770-456-0516
- H. WATER SYSTEM TAP FEE WILL BE REQUIRED UNLESS OTHERWISE NEGOTIATED.
- I. WATER METER TO BE FURNISHED BY CONTRACTOR AND COMPATIBLE WITH THE CITY SYSTEM.

CITY OF VILLA RICA SANITARY SEWER NOTES

- A. ALL WATER MAINS AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE CITY OF VILLA RICA STANDARDS AND SPECIFICATIONS, LATEST EDITION.
- B. NOTIFY THE CITY OF VILLA RICA COMMUNITY DEVELOPMENT DEPARTMENT AT LEAST 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION ON WATER AND SEWER. AN INSPECTOR WILL BE ASSIGNED AND A PRE-CONSTRUCTION MEETING SCHEDULED AT THIS TIME.
- C. "AS-BUILT" DRAWINGS SHALL BE FIELD VERIFIED AND STAMPED BY A PROFESSIONAL ENGINEER OR LAND SURVEYOR LICENSED IN THE STATE OF GEORGIA. "AS-BUILT" DRAWINGS ARE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.
- D. ALL CONTRACTORS FOR WATER AND SEWER CONSTRUCTION SHALL BE ON THE CITY'S APPROVED CONTRACTORS LIST. CONTACT THE CITY'S COMMUNITY DEVELOPMENT DEPARTMENT FOR A COPY OF THE LIST AND/OR APPLICATIONS.
- E. CONTRACTORS HAVE THE RESPONSIBILITY TO ASSURE EROSION CONTROL OF SEWER EASEMENTS, PARTICULARLY WHEN SEWER EASEMENTS ARE IN CLOSE PROXIMITY OF DRAINAGE EASEMENTS. SEE THE ASSIGNED INSPECTOR FOR DETAILS.
- F. THE CONTRACTOR SHALL COMPLY WITH ALL UTILITIES PROTECTION CENTER REQUIREMENTS.
- G. CITY OF VILLA RICA SEWER : 678-840-1404

CITY OF VILLA RICA STORMWATER NOTES

- A. ALL STORMWATER CONSTRUCTION SHALL CONFORM TO THE CITY OF VILLA RICA DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION.
- B. NOTIFY THE CITY OF VILLA RICA ENGINEERING DEPARTMENT AT LEAST 72 HOURS PRIOR TO BEGINNING OF LAND DISTURBANCE. AN INSPECTOR WILL BE ASSIGNED AND A PRE-CONSTRUCTION MEETING SCHEDULED AT THIS TIME.
- C. "AS-BUILT" DRAWINGS SHALL BE FIELD VERIFIED AND STAMPED BY A STATE OF GEORGIA LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR. "AS-BUILT" DRAWINGS ARE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.
- D. ALL CONTRACTORS FOR GRADING, EROSION CONTROL AND STORMWATER SYSTEM CONSTRUCTION SHALL BE APPROVED BY THE CITY.
- E. CONTRACTORS HAVE THE RESPONSIBILITY TO COMPLY WITH EROSION CONTROL REQUIREMENTS OF THE LOCAL LAND DISTURBANCE PERMIT AND NPDES GENERAL PERMIT IF APPLICABLE.
- F. THE CONTRACTOR SHALL COMPLY WITH ALL UTILITIES PROTECTION CENTER REQUIREMENTS.
- G. FINAL CLEAN OUT, POND CERTIFICATION, AND A MAINTENANCE AGREEMENT WILL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.



BEFORE ANY EXCAVATION WORK BEGINS OR ANY WORK BEGINS WITHIN TEN(10') FT. OF OVERHEAD POWER LINES OF 750 VOLTS OR MORE, NOTIFICATION MUST BE MADE TO THE UTILITIES PROTECTION CENTER (UPC) AT 1-800-282-7411 (770-623-4344 IN METRO ATLANTA).

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION AND ADVISE ENGINEERING OF ANY CONFLICTS. ALL LOCATION OF UTILITIES SHOWN ON THESE DRAWINGS IS APPROXIMATE AND MAY NOT BE A COMPLETE LOCATION OF ALL UTILITIES. CERTIFICATION TO THE LOCATION OF ALL UTILITIES IS WITHHELD

ES&PC NOTES

EROSION & SEDIMENT CONTROL NOTES

1. 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.
2. 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.
3. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
4. NON EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
5. ALL CONTRACTORS FOR EROSION SEDIMENTATION AND POLLUTION CONTROL SHALL BE APPROVED BY THE AUTHORITY.
6. THE CONTRACTOR MUST NOTIFY THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF LAND-DISTURBING ACTIVITIES.
7. STRIPPING OF VEGETATION, REGRADING, AND OTHER DEVELOPMENT ACTIVITIES SHALL BE CONDUCTED IN SUCH A MANNER SO AS TO MINIMIZE EROSION.
8. CUT AND FILL OPERATIONS SHALL BE KEPT TO A MINIMUM.
9. DEVELOPMENT PLANS MUST CONFORM TO TOPOGRAPHY AND SOIL TYPE, SO AS TO CREATE THE LOWEST PRACTICABLE EROSION POTENTIAL.
10. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED, PROTECTED, AND SUPPLEMENTED.
11. DISTURBED AREAS AND THEIR DURATION OF EXPOSURE TO EROSION ELEMENTS SHALL BE KEPT TO A PRACTICABLE MINIMUM.
12. DISTURBED SOIL SHALL BE STABILIZED AS QUICKLY AS PRACTICABLE.
13. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
14. PERMANENT VEGETATION AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE.
15. TO THE EXTENT NECESSARY, SEDIMENT IN RUN OFF WATER SHALL BE TRAPPED BY THE USE OF DEBRIS BASINS, SEDIMENT BASINS, SILT TRAPS, OR SIMILAR MEASURES UNTIL THE DISTURBED AREA IS STABILIZED.
16. ADEQUATE PROVISIONS SHALL BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO THE CUT FACE OF EXCAVATIONS OR TO SLOPING SURFACES OF FILLS.
17. CUTS AND FILLS SHALL NOT ENDANGER ADJOINING PROPERTY.
18. FILLS SHALL NOT ENCR OACH UPON NATURAL WATERCOURSES OR CONSTRUCTED CHANNELS IN A MANNER THAT WOULD ADVERSELY AFFECT OTHER PROPERTY OWNERS.
19. GRADING EQUIPMENT MUST CROSS FLOWING STREAMS BY THE MEANS OF BRIDGES OR CULVERTS. EXCEPT WHEN SUCH METHODS ARE NOT FEASIBLE, PROVIDED IN ANY CASE THAT SUCH CROSSINGS SHALL BE KEPT TO A MINIMUM AND THAT A PROPERLY TEMPORARY STREAM CROSSING IS CONSTRUCTED IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
20. PROVISIONS SHALL BE PROVIDED FOR TREATMENT OR CONTROL OF ANY SOURCE OF SEDIMENTS AND ADEQUATE SEDIMENTATION CONTROL FACILITIES TO RETAIN SEDIMENTS ON SITE OR PRECLUDE SEDIMENTATION OF ADJACENT WATERS BEYOND THE LEVELS SPECIFIED IN THIS PERMIT.
21. NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A 50-FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS (AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION) UNLESS A FORMAL WAIVER HAS BEEN GRANTED BY THE AUTHORITY.
22. WHERE THE AUTHORITY GRANTS A WAIVER, NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A 50-FOOT BUFFER STATE BUFFER WITHOUT FULL COMPLIANCE OF STATE REGULATIONS AND OBTAINING A VARIANCE IF APPLICABLE.
23. EXCEPT AS PROVIDED ABOVE, FOR REQUIRED BUFFERS NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED, STATE OF VEGETATION.
24. BETWEEN THE TIME FINAL STABILIZATION OF THE SITE IS ACHIEVED AND UPON THE SUBMITTAL OF A NOTICE OF TERMINATION, A BUFFER MAY BE THINNED OR TRIMMED OF VEGETATION. A PROTECTIVE VEGETATIVE COVER MUST REMAIN TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY MUST BE LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAMBED.

SS EROSION CONTROL BLANKET IS REQUIRED ON ALL SLOPES 2.5:1 OR STEEPER & GREATER THAN 10 FEET.

- PERSON RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF EROSION CONTROL DEVICES AND MEASURES IS:
 - J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242
24 hr. CONTACT: JEFF ARLEDGE
PH: (205)-329-3007
- ALL DRAINAGE EASEMENTS MUST BE GRASSED AND RIP-RAPPED AS REQUIRED TO CONTROL EROSION.
- ALL CONSTRUCTION MUST CONFORM TO LOCAL CITY OF VILLA RICA. CONSTRUCTION STANDARDS.
- ALL BUILDING SITES SHALL BE A MINIMUM OF 4' ABOVE HIGH WATER ELEVATION AND/OR THE 100 YEAR FLOOD ELEVATION.
- ALL BUILDINGS SHOULD BE A MINIMUM OF 40' FROM AN OPEN DRAINAGE EASEMENT
- CLEARING AND GRADING SHALL BE LIMITED TO AREAS DESIGNATED AS RIGHT-OF-WAY AND THOSE AREAS REQUIRED FOR STORM DRAINAGE, DETENTION FACILITIES, AND UTILITIES.
- ALL SIDEWALKS ARE REQUIRED TO BE INSTALLED PRIOR TO EXPIRATION OF BONDS.
- CONSTRUCTION SCHEDULE:
 - 1. NOTIFICATION OF LOCAL GOVERNING AUTHORITY: MAY 2024
 - 2. CONSTRUCTION OF SEDIMENT CONTROL DEVICES: JUNE 2024
 - 3. BUILDING, UTILITY AND PAVING CONSTRUCTION: JULY 2024 - MAY 2025
 - 4. LAND STABILIZATION: WITHIN 14 DAYS OF ACHIEVING FINAL GRADE.
- THE DEVELOPER IS RESPONSIBLE FOR OBTAINING ANY PERMITS THAT MAY BE REQUIRED FOR LAND DISTURBANCES AND/OR BUFFER REQUIREMENTS.
- THERE IS ESTABLISHED A 50 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION
- ALL STATE WATERS HAVE BEEN DELINEATED ON THIS SITE AND ARE SHOWN WITHIN A 50 FT. UNDISTURBED CREEK/D.E. BUFFER.
- 100% OF THE MINIMUM LOT SQUARE FOOTAGE SHALL BE ABOVE ANY 100-YEAR FLOOD PLAIN.

EROSION AND SEDIMENT CONTROL SCHEDULE

1. PLACE CONSTRUCTION EXIT.
2. PLACE EROSION AND SEDIMENT CONTROL DEVICES AND "SILT FENCE"
3. PLACE TREE PROTECTION FENCE IN CRITICAL ROOT ZONE & CALL FOR INSPECTION
4. TEMPORARY SEDIMENT POND FEATURES AND SILT CONTROL FENCE ARE TO BE CONSTRUCTED AND FULLY FUNCTIONAL PRIOR TO ANY GRADING.
5. GRADE TEMPORARY CONSTRUCTION SWALES TO ON-SITE SEDIMENT CONTROL PONDS AND INLETS.
6. CLEAR, STRIP & PROVIDE TEMPORARY SWALES TO SILT COLLECTION POINTS.
7. GRADE PARKING LOT AND BUILDINGS- SLOPE PARKING LOT TO SD2 INLETS.
8. CONSTRUCT UNDERGROUND UTILITIES- CONSTRUCT SD2 INLETS AS SOON AS POSSIBLE.
9. PARKING LOT CURBING AND BASE PAVING WILL BE INSTALLED AFTER UTILITY INSTALLATION HAS BEEN COMPLETED.
10. RETAIN ALL NATURAL VEGETATION, SAVE AREAS NOTED ON STAKING PLANS.
11. LANDSCAPING WILL BE PERFORMED AS SOON AS PRACTICAL AFTER BUILDING CONSTRUCTION IS COMPLETE. APPROPRIATE PLANT MATERIAL SHALL BE INSTALLED AREA BY AREA AS SITE WORK PERMITS.
12. SEDIMENT BASINS AND CONTROL DEVICES WILL REMAIN IN PLACE AND IN WORKING ORDER UNTIL CONSTRUCTION IS COMPLETE AND THEY BECOME UNNECESSARY.
13. CLEAN PONDS AS REQUIRED TO MAINTAIN DESIGN VOLUME OR BEFORE ONE-HALF FULL.



No.	DATE:	REVISION	CITY OF VILLA RICA COMMENTS
1	5/15/24		



OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JUT

JOB#: H23254

GN1

EROSION & SEDIMENT CONTROL NOTES

19. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES. 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.
20. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
15. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

DESCRIPTION OF CONSTRUCTION ACTIVITY

THE PROPOSED DEVELOPMENT OF **J&M TANK LINES** WILL INCLUDE 9600 SQ FT BUILDING WITH ASSOCIATED PARKING. THE EXISTING SITE IS A CLEARED AREA ON A 10.11 ACRE LOT AND IS SURROUNDED BY INDUSTRIAL LOTS.

11. THIS SITE DRAINS TO AN UNNAMED TRIBUTARY TO THE LITTLE TALLAPOOSA RIVER. THIS SITE IS NOT WITHIN 1 MILE UPSTREAM OF A 305(B) OR 303(C) IMPAIRED STREAM.

THE PROPOSED CONSTRUCTION IS ACCOMPANIED BY A VERY RIGOROUS EROSION CONTROL PROGRAM TO ENSURE THAT STORMWATER ASSOCIATED WITH THE CONSTRUCTION DOES NOT CAUSE EROSION, SEDIMENTATION AND POLLUTION WITHIN THE RECEIVING WATERS OF THIS DRAINAGE AREAS. A WET EXTENDED DETENTION POND WILL BE INSTALLED DURING CONSTRUCTION TO CONTROL POLLUTANTS AFTER CONSTRUCTION IS COMPLETE. THE PERMANENT POOL SERVES TO PROTECT DEPOSITED SEDIMENTS FROM RE-SUSPENSION. ACCORDING TO THE NATIONAL STORM WATER BEST MANAGEMENT PRACTICES DATABASE:

26. THE POLLUTANT CAPABILITIES OF A STORM WATER POND ARE AS FOLLOWS:

27. TOTAL SUSPENDED SOLIDS-80%
TOTAL PHOSPHORUS-50%
TOTAL NITROGEN-30%
FECAL COLIFORM-70%
HEAVY METALS-50%

THE TOTAL AREA FOR THIS PROJECT IS 10.11 ACRES AND WILL HAVE APPROXIMATELY 6.43 ACRES DISTURBED. THE DISTURBED ACREAGE IS FOR PRIMARY & SECONDARY PERMITTEES.

SEDIMENT STORAGE CALCULATIONS

TOTAL LAND AREA = 10.11 ACRES
TOTAL DISTURBED AREA = 2.00 ACRES
TOTAL DRAINED AREA = 6.46 ACRES

INITIAL
DA2
TOTAL DRAINED AREA = 2.12 AC
TOTAL SEDIMENT STORAGE:
2.12 AC * 67 CY/AC
SEDIMENT POND A
= 142.04 CY REQ'D
= 2733 CY PROVIDED

2733 CY PROVIDED > 142.04 CY REQ'D
DA2
TOTAL DRAINED AREA = 0.34 AC
TOTAL SEDIMENT STORAGE:
0.34 AC * 67 CY/AC
198 LF OF Sd1-NS (SINGLE ROW CLAIMING 2')
= 22.78 CY REQ'D
= 27.32 CY PROVIDED

DA3
TOTAL DRAINED AREA = 0.32 AC
TOTAL SEDIMENT STORAGE:
0.32 AC * 67 CY/AC
171 LF OF Sd1-S (DOUBLE ROW CLAIMING 0')
= 21.44 CY REQ'D
= 30.95 CY PROVIDED

DA4
TOTAL DRAINED AREA = 3.68 AC
TOTAL SEDIMENT STORAGE:
3.68 AC * 67 CY/AC
1151 LF OF Sd1-NS (SINGLE ROW CLAIMING 4')
= 246.56 CY REQ'D
= 257.82 CY PROVIDED

SEDIMENT STORAGE CALCULATIONS

TOTAL LAND AREA = 10.11 ACRES
TOTAL DISTURBED AREA = 2.00 ACRES
TOTAL DRAINED AREA = 6.43 ACRES

INTERMEDIATE
DA1
TOTAL DRAINED AREA = 1.87 AC
TOTAL SEDIMENT STORAGE:
1.87 AC * 67 CY/AC
SEDIMENT POND A
= 125.29 CY REQ'D
= 2733 CY PROVIDED

2733 CY PROVIDED > 125.29 CY REQ'D
DA2
TOTAL DRAINED AREA = 0.31 AC
TOTAL SEDIMENT STORAGE:
0.31 AC * 67 CY/AC
198 LF OF Sd1-NS (SINGLE ROW CLAIMING 2')
= 20.77 CY REQ'D
= 27.32 CY PROVIDED

27.32 CY PROVIDED > 20.77 CY REQ'D
DA3
TOTAL DRAINED AREA = 1.39 AC
TOTAL SEDIMENT STORAGE:
1.39 AC * 67 CY/AC
224 LF OF Sd1-S (DOUBLE ROW CLAIMING 6')
= 93.13 CY REQ'D
= 98.78 CY PROVIDED

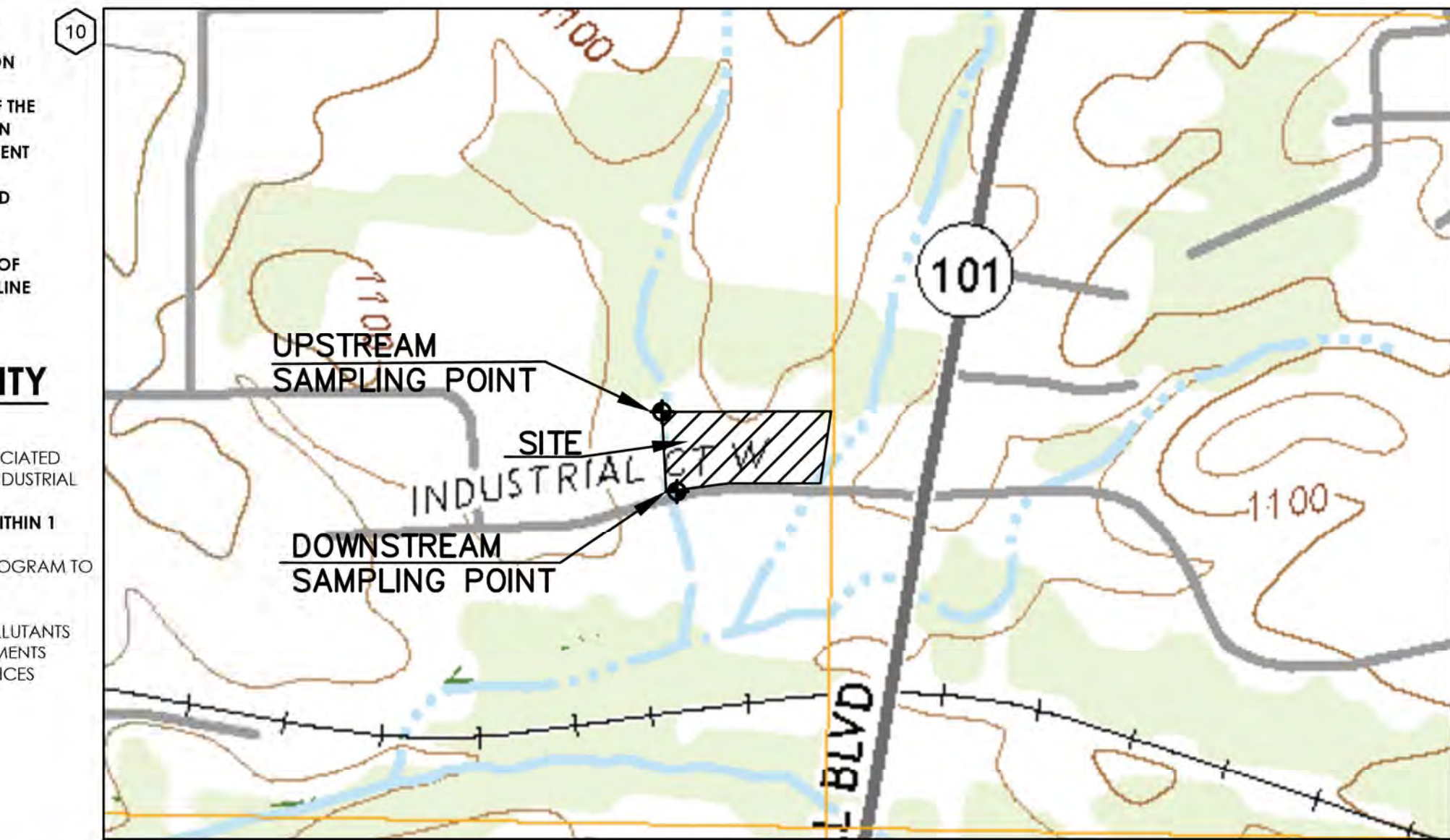
98.78 CY PROVIDED > 93.13 CY REQ'D
DA4
TOTAL DRAINED AREA = 0.69 AC
TOTAL SEDIMENT STORAGE:
0.69 AC * 67 CY/AC
SD2E @ 27.56 CY
= 22.80 CY REQ'D
= 27.56 CY PROVIDED

27.56 CY PROVIDED > 22.80 CY REQ'D
DA5
TOTAL DRAINED AREA = 0.69 AC
TOTAL SEDIMENT STORAGE:
0.69 AC * 67 CY/AC
SD2E @ 26.01 CY
= 22.80 CY REQ'D
= 26.01 CY PROVIDED

26.01 CY PROVIDED > 22.80 CY REQ'D
DA6
TOTAL DRAINED AREA = 0.82 AC
TOTAL SEDIMENT STORAGE:
0.82 AC * 67 CY/AC
SD23 @ 82.04 CY
= 54.94 CY REQ'D
= 82.04 CY PROVIDED

82.04 CY PROVIDED > 54.94 CY REQ'D
DA7
TOTAL DRAINED AREA = 0.70 AC
TOTAL SEDIMENT STORAGE:
0.70 AC * 67 CY/AC
SD2E @ 50.79 CY
= 46.90 CY REQ'D
= 50.79 CY PROVIDED

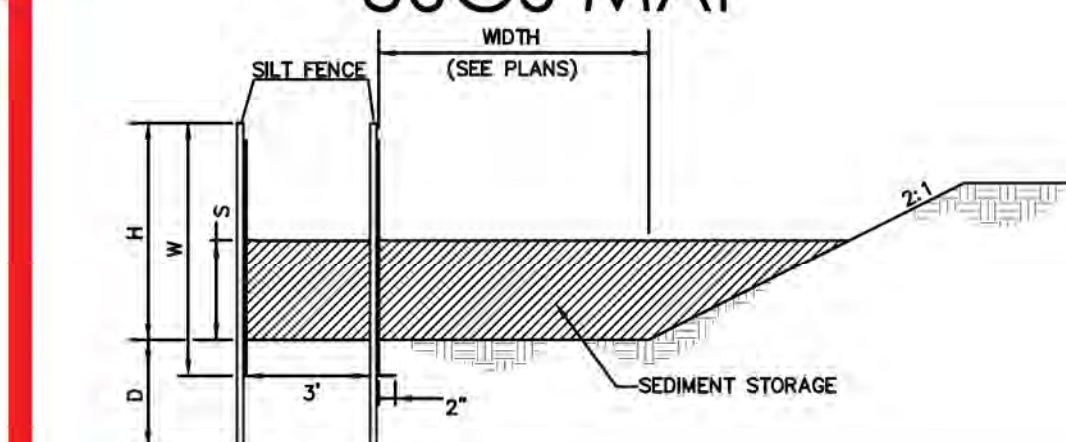
50.79 CY PROVIDED > 46.90 CY REQ'D



USGS MAP

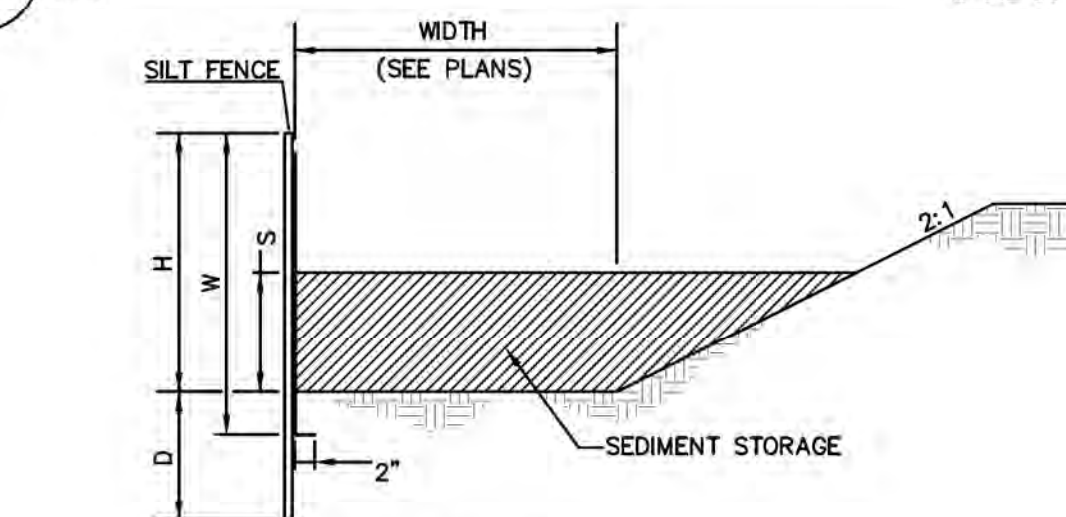


Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer



FENCE TYPE	POST LENGTH	H	D	W	S	WIDTH (FT)	STORAGE (CY/LF)
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	0	0.181
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	1	0.224
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	2	0.267
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	3	0.311
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	4	0.354
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	5	0.392
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	6	0.441
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	7	0.483
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	8	0.528
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	9	0.571
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	10	0.614

DOUBLE ROW TEMPORARY SILT FENCE STORAGE DETAIL



FENCE TYPE	POST LENGTH	H	D	W	S	WIDTH (FT)	STORAGE (CY/LF)
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	0	0.051
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	1	0.094
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	2	0.138
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	3	0.181
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	4	0.224
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	5	0.267
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	6	0.331
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	7	0.354
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	8	0.392
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	9	0.441
TYPE "NS"	4 FT	2'-4"	1'-6"	2'-10"	1'-2"	10	0.483

SINGLE ROW TEMPORARY SILT FENCE STORAGE DETAIL

RUNOFF COEFFICIENT STATEMENT:

THE EXISTING LAND IS A CLEARED TRACT WITH HILLY TERRAIN (C=20) FOR THE PROPOSED DEVELOPMENT. FINAL RUNOFF COEFFICIENT WILL BE APPROXIMATELY C=0.88.

CRITICAL AREAS

- ADJOINING PROPERTIES
- STATE WATERS

SAMPLING POINT SELECTION RATIONALE

For this project a representative outfall sampling has been chosen since the project is in an industrial setting.

APPENDIX B RATIONALE

Through utilizing Warm Water Chart, the drainage basin is 38.30 Acres (site size) with a total surface drainage area of 0.4-99 square miles which yields a value of 50.

Clearing Phase - Erosion Control Notes:

- Prior to the Land Disturbing Construction, 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 insure 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.
- No staging areas, material storage, concrete wash out areas, or debris burn and burl holes shall be located within 500 feet of designated free protection areas.
- A copy of the approved land disturbance plan and permit shall be present on the site at all times.
- The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with, land disturbing activities.
- Prior to commencing land disturbance activity, the limits of land disturbance shall be clearly and accurately demarcated with stakes, aluminum, or other appropriate means. The location and extent of all authorized land disturbance activity shall be demarcated for the duration of the construction activity. No land disturbance shall occur outside the approved limits indicated on the approved plans.
- The following initial erosion control measures shall be implemented prior to any other construction activity.
 - The construction exit, consisting of a minimum post size of 20 feet by 20 feet with a minimum of 4" thick stone, shall be placed as shown on the plan. The stone size should consist of course aggregate between 1-1/2" & 3-1/2" in diameter and overlaid on a geotextile underliner. The geotextile underliner shall meet the requirements of ASTM D2089-96, Section 7.3 separation requirements.
 - Immediately after the establishment of construction entrance/exits, all perimeter erosion control and storm water management devices shall be installed as shown on the clearing phase erosion control plan.
 - Type "C" all fence shall be installed at the perimeter of the disturbed area as shown on the plan. The silt fence shall be placed in accordance with the manual for erosion control in Georgia, Table 4-20.2. The silt fence should be kept erect at all times and repaired when requested by the site inspector or the project design professional of record. Silt should be removed when accumulation reaches 1/2 height of the barrier. The perimeter silt fence should be inspected daily for any failures. Any failures of said fencing should be repaired immediately.
 - Inlet sediment protection measures shall be installed on all existing storm structures as shown on the plan. See separate details for specifics on type of inlet protection specified.
 - Stone check dams shall be installed in areas of concentrated flows as shown on the plan.
 - Free protection fencing should be installed prior to the start of any land disturbance activity and maintained until final landscape is installed. The free protection fencing should be inspected daily. Any failures of said fencing should be repaired immediately.
- The design professional who prepared the BMP Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation.
- After installation of initial erosion control measures the site contractor shall schedule an inspection by the project design professional. The design professional shall inspect the installation of initial sediment storage requirements and perimeter control BMPs within seven (7) days after installation. No other construction activities shall occur until the project design 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 site inspection within two (2) business days after receiving the report (unless additional time is needed due to adverse weather).
- After approval of the initial erosion control installation, the contractor may proceed with clearing and grubbing activities. As clearing permits, the contractor shall construct temporary sediment ponds and diversion dikes as shown on the clearing phase plan to control erosion and storm water run off.
- The contractor can utilize cleared trees as barrier brush sediment control in areas shown on plan where initial grading activities will not occur. No burn or bury pits shall be permitted on the construction site without written permission by the owner and/or the engineer of record.
- Additional all barriers must be placed as shown on the plan as access is obtained during clearing. No grading shall take place until all barrier installation and sediment ponds are constructed as shown on the clearing phase erosion control plan.
- All silt fence must meet the requirements of section 171-temperary silt fence for the Department of Transportation, State of Georgia, Standard Specifications, 1983 Edition.
- All items in this section of the specifications shall meet the requirements as set forth in Section 161, 162, 163, and 164, of the Georgia D.O.T. Standard Specifications, for roads and bridges.
- Mulch or temporary grassing shall be applied to all exposed areas within 7 days of land disturbance.
- All disturbed areas left mulched after 14 days shall be stabilized with temporary vegetation.
- Sediment and erosion control measures should be checked after each rain event. Each device is to be maintained or replaced if sediment accumulation has reached one half the capacity of the device. Additional devices must be installed if new channels have developed.
- The construction exit shall be maintained in a condition which will prevent track or flow of mud onto public right-of-way. This may require periodic top dressing with 1-3" of stone, as conditions demand. All materials spilled, dropped, washed, or tracked from vehicle onto public roadway or into storm drain must be removed immediately.
- Contractor shall inspect control measures at the end of each working day to ensure measures are functioning properly.
- 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 as directed by the on site inspector or the civil engineer.
- Failure to install, operate, or maintain all erosion control measures will result in all construction being stopped on the job until such measures are corrected back to the approved erosion control plans.

Grading Phase - Erosion Control Notes:

- During construction, the contractor shall maintain careful scheduling and performance to ensure that land stripped of it's natural ground cover is exposed only in small quantities and therefore limited durations, before permanent erosion protection is established. Note sub phases shown on plans.
- Earthwork operations in the vicinity of stream buffers shall be carefully controlled to avoid dumping or sloughing into the buffer areas.
- The following erosion control measures shall be implemented during the preliminary grading phase of construction.
 - Sediment shall not be washed into inlets. It shall be removed from the sediment traps and disposed of and stabilized so that it will not enter the inlets again.
 - Erosion control devices shall be installed immediately after ground disturbance occurs. The location of some of the erosion control devices may have to be altered from that shown on the approved plans if drainage patterns during construction are different from the proposed drainage patterns. It is the contractor's responsibility to accomplish erosion control for all drainage patterns created at various stages during construction. Any difficulty in controlling erosion during any phase of construction shall be reported to the design professional immediately.
 - The contractor shall furnish and maintain all necessary barricades while roadway fromway drainage improvements are being made.
 - Type "A" silt fence should be installed at the toe of all fill slopes 10 feet or greater in height. The silt fence should be placed in accordance with the manual for erosion control in Georgia, Table 4-20.2. The silt fence shall be maintained until permanent ground cover is established on the slope. Silt shall be removed when accumulation reaches 1/2 height of the barrier. Additionally, diversion dikes shall be constructed along the top of all fill slopes with the use of temporary down drains to control storm water run off as shown on the plans. See separate details for additional information.
 - The contractor shall be responsible for establishing barriers at the toe of slopes under construction. These barriers shall be as shown in the plans. These barriers may be relocated and reused after permanent slope stabilization becomes fully established. As they are relocated, any defective materials in the barrier shall be replaced. In addition, all debris and all of the previous location shall be removed.
 - Cut and fill slopes are not to exceed "2H:1V"
 - All slopes steeper than 2:1 and with a height of ten feet or greater, and cuts and fills within stream buffers, shall be stabilized with appropriate erosion control matting or blankets. See separate details for additional information.
 - Type "A" silt fence shall be placed at the toe of all dirt stock pile areas. See separate details for additional information.
 - Inlet sediment protection measures shall be installed on all storm structures as they are constructed. See plan view for specific type and separate details for additional information on type of inlet protection specified.
 - Storm drain outlet protection shall be placed at all outlet headwalls as soon as the headwall is constructed. See separate details for additional information.
 - Stone check dams shall be installed in areas of concentrated flows as shown on the plan. See separate detail for additional information.
 - All drainage swales shall be applied with vegetative cover as soon as final grade is achieved.
 - All 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 after 30 days shall be stabilized with temporary grassing.
 - After preliminary grading activities, the contractor shall construct temporary sediment basins and diversion dikes as shown on the plan. The contractor shall maintain the sediment pond until permanent ground cover is established. Sediment shall be cleaned out of the ponds when it reaches the 1/3 depth of basin. See separate details for additional information.
 - Sediment and erosion control measures should be checked after each rain event. Each device is to be maintained or replaced if sediment accumulation has reached one half the capacity of the device. Additional devices must be installed if new channels have developed.
 - The construction exit shall be maintained in a condition which will prevent track or flow of mud onto public right-of-way. This may require periodic top dressing with 1 - 3" of stone, as conditions demand. All materials spilled, dropped, washed, or tracked from vehicle onto public roadway or into storm drain must be removed immediately.
 - Contractor shall inspect control measures at the end of each working day to ensure measures are functioning properly.
 - 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 as directed by the on site inspector or the civil engineer.
 - Failure to install, operate, or maintain all erosion control measures will result in all construction being stopped on the job until such measures are corrected back to the approved erosion control plans.

Final Phase - Erosion Control Notes:

- The following erosion control measures shall be implemented during the final erosion control phase of construction.
 - Sediment shall not be washed into inlets. It shall be removed from the sediment traps and disposed of and stabilized so that it will not enter the inlets again.
 - Mulch or temporary grassing shall be applied to all exposed areas within 7 days of land disturbance.
 - All disturbed areas left mulched after 30 days shall be stabilized with temporary grassing.
 - The contractor shall maintain all sediment ponds and erosion control measures until permanent ground cover is established. Sediment shall be cleaned out of the ponds when it reaches the half way point on the riser.
 - After curbing, graded aggregate base, and pavement has been installed, all inlet sediment traps on single and double wing catch basins along with any curb inlets shall be removed and replaced with curb filter inlet protection. See separate detail for additional information.
 - All roadway and parking shoulders should be applied with vegetative cover as soon as final grade is achieved behind curbs.
 - Sediment and erosion control measures should be checked after each rain event. Each device is to be maintained or replaced if sediment accumulation has reached one half the capacity of the device. Additional devices must be installed if new channels have developed.
 - The construction exit shall be maintained in a condition which will prevent track or flow of mud onto public right-of-way. This may require periodic top dressing with 1 - 3" of stone, as conditions demand. All materials spilled, dropped, washed, or tracked from vehicle onto public roadway or into storm drain must be removed immediately.
 - Contractor shall inspect control measures at the end of each working day to ensure measures are functioning properly.
 - 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 as directed by the on site inspector or the civil engineer.
 - Failure to install, operate, or maintain all erosion control measures will result in all construction being stopped on the job until such measures are corrected back to the approved erosion control plans.
 - Upon final stabilization, the contractor shall remove all temporary erosion control measures and dispose of them unless noted on plans.

WETLANDS CERTIFICATION:

- THE DESIGN PROFESSIONAL WHOSE SEAL APPEARS HEREIN CERTIFIES THE FOLLOWING:
- THE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED;
 - THE APPROPRIATE PLAN SHEET DOES NOT INDICATE WETLANDS AS SHOWN ON THE MAP; AND
 - IF WETLANDS ARE INDICATED THE LANDOWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE SECTION 404 PERMIT OR LETTER OF PERMISSION HAS BEEN OBTAINED.
- STATE WATERS ARE LOCATED ON OR WITHIN 200 FEET OF THIS PROJECT. THERE ARE WETLANDS WITHIN 200 FEET OF THIS PROJECT.

Permit Coverage:

This plan has been prepared to meet the requirements under the State of Georgia, Department of Natural Resources, Environmental Protection Division (EPD), General Permit No. GAR 100001 for Authorization to Discharge Under The National Pollution Discharge Elimination System (NPDES), Storm Water Discharges Associated With Construction Activity For Stand Alone Construction Projects

PART I. COVERAGE UNDER THIS PERMIT

A. Permit Area.

This permit regulates point source discharges of storm water to the waters of the State of Georgia from construction activities, as defined in this permit.

PART I.C. ELIGIBILITY.

1. Construction Activities.

- This permit authorizes, subject to the conditions of this permit:
- All discharges of storm water associated with stand alone construction projects that will result in land disturbance equal to or greater than one (1) acre occurring on or before, and continuing after, the effective date of this permit, (henceforth referred to as existing storm water discharges from construction activities) except for discharges identified under Part I.C.3.
 - All discharges of storm water associated with stand alone construction projects that will result in land disturbance equal to or greater than one (1) acre occurring after the effective date of this permit, (henceforth referred to as storm water discharges from construction activities); and
 - Coverage under this permit is not required for discharges of storm water associated with minor land disturbing activities (such as home gardens and individual home landscaping, repairs, maintenance work, fences and other related activities which result in minor soil erosion) conducted outside of the 25 foot buffer along the banks of all State waters requiring a buffer and outside of the 50 foot buffer along the banks of all State waters classified as "trout streams" requiring a buffer on individual residential lots sold to homeowners where all planned construction activities on that lot have been completed and have undergone final stabilization.

2. Mixed Storm Water Discharges.

This permit may only authorize a storm water discharge from a construction site or construction activities that is mixed with a storm water discharge from an industrial source or activity other than construction where:

- The industrial source or activity other than construction is located on the same site as the construction activity and is an integral part of the construction activity;
- The storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
- Storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring are covered by a different NPDES general permit or individual permit authorizing such discharges and the discharges are in compliance with a different NPDES permit.

3. Limitations on Coverage.

- The following storm water discharges from construction sites are not authorized by this permit:
- storm water discharges associated with an industrial activity that originate from the site after construction activities have been completed and the site has undergone final stabilization;
 - discharges that are mixed with sources of non-storm water other than discharges which are identified in Part II.A.2. of this permit and which are in compliance with Part IV.D.7. (non-storm water discharges) of this permit;
 - storm water discharges associated with industrial activity that are subject to an existing NPDES individual or general permit. Such discharges may be authorized under this permit after an existing permit expires provided the existing permit did not establish numeric limitations for such discharges; and
 - storm water discharges from construction sites that the Director (EPD) has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard.

4. Compliance with Water Quality Standards.

No discharges authorized by this permit shall cause violations of Georgia's in-stream water quality standards as provided by the Rules and Regulations for Water Quality Control, Chapter 391-3-03.

PART III. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, PERMIT VIOLATIONS AND OTHER LIMITATIONS

A. Prohibition on Non-Storm Water Discharges.

- Except as provided in Part I.C.2. and III.A.2., all discharges covered by this permit shall be composed entirely of storm water.
- The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharge is explicitly listed in the Erosion, Sedimentation and Pollution Control Plan and is in compliance with Part IV.D.7. discharges from the following activities, fire hydrant flushing; potable water sources including water line flushing; irrigation drainage; air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials or pollutants.
- This permit does not authorize the discharge of soaps or solvents used in vehicle and equipment washing.
- This permit does not authorize the discharge of wastewater from washout and cleanup of stucco, paint, form release oils, curing compounds and other construction materials.

B. Releases in Excess of Reportable Quantities.

- The discharge of hazardous substances or oil in the storm water discharge(s) from a site shall be prevented. This permit does not relieve the permittee of the reporting requirements of Georgia's Oil or Hazardous Material Spills or Releases Act (O.C.G.A. §§12-14-2, et seq.), 40 CFR Part 117 and 40 CFR Part 302, where a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either Georgia's Oil or Hazardous Material Spills or Releases Act (O.C.G.A. §§12-14-2, et seq.), 40 CFR 117 or 40 CFR 302 occurs during a 24 hour period, the permittee is required to notify EPD at (404) 656-4863 or (800) 241-4113 and the National Response Center (NRC) at (800) 424-8802 in accordance with the requirements of Georgia's Oil or Hazardous Material Spills or Releases Act (O.C.G.A. §§12-14-2, et seq.), 40 CFR 117 and 40 CFR 302 as soon as he/she has knowledge of the discharge.
- This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

C. Discharges into, or within One Mile Upstream of and within the Same Watershed as, Any Portion of a Biota Impaired Stream Segment.

Any permittee who intends to obtain coverage under this permit for storm water discharges associated with construction activity into an Impaired Stream Segment, or within one (1) linear mile upstream of and within the same watershed as, any portion of an Impaired Stream Segment identified as "not supporting" its designated use(s), as shown on Georgia's most current "303(b)(1)/303(d) List Documents" (Final) at the time of NOI submitted, must satisfy the requirements of Part II.C. of this permit if the Impaired Stream Segment has been listed for criteria violation, "Bio P" (Impaired Fish Community) and/or "Bio M" (Impaired Macroinvertebrate Community), within Category 4a, 4b or 5, and the potential cause is either "NP" (nonpoint source) or "UR" (urban runoff), those discharges that are located within one (1) linear mile of an Impaired Stream Segment, but are not located within the watershed of any portion of that stream segment, are excluded from this requirement. (Georgia's 303(b)(1)/303(d) List Documents "Final") can be viewed on the EPD website, www.gospd.org/Documents/303b.htm.

- If a Total Maximum Daily Load (TMDL) Implementation Plan for sediment has been finalized at least six (6) months prior to the permittee's submittal of the NOI, the Erosion, Sedimentation and Pollution Control Plan (Plan) must address any site-specific conditions or requirements included in the TMDL Implementation Plan that are applicable to the permittee's discharge(s) to the Impaired Stream Segment within the timeframe specified in the TMDL Implementation Plan. If the TMDL Implementation Plan establishes a specific numeric wastewater allocation that applies to a permittee's discharge(s) to the Impaired Stream Segment, then the permittee must incorporate that allocation into the Erosion, Sedimentation and Pollution Control Plan and implement all necessary measures to meet that allocation. A list of TMDL Implementation Plans can be viewed on the EPD website, www.gospd.org.
- In order to ensure that the permittee's discharge(s) do not cause or contribute to a violation of State water quality standards, the Plan must include at least four (4) of the following best management practices (BMPs) for those areas of the site which discharge to the Impaired Stream Segment:
 - During all construction activities as defined in this permit, double the width of the 25 foot undisturbed vegetated buffer along all State waters requiring a buffer and the 50 foot undisturbed vegetated buffer along all State waters classified as "trout streams" requiring a buffer. During construction activities, EPD will grant variances to any such buffers that are increased in width pursuant to this section.
 - Increase all temporary sediment basins and retrofitted storm water management basins to provide sediment storage of at least 3600 cubic feet (134 cubic yards) per acre drained.
 - Use baffles in all temporary sediment basins and retrofitted storm water management basins to at least double the conventional flow path length to the outlet structure.
 - A large sign (minimum 4 feet x 8 feet) must be on the site on the actual start date of construction visible from a public roadway identifying the construction site, the permittee(s), and the contact person(s) and telephone number(s) until a NOI has been submitted.
 - Use anionic polyacrylamide (PAM) and/or mulch to stabilize all areas left disturbed for more than seven (7) calendar days in accordance with Part 111.0.1. of this permit.
 - Conduct turbidity sampling after every rain event of 0.5 inch or greater within any 24 hour period, recognizing the exceptions specified in Part IV.D.6.d. of this permit.
 - Comply with the applicable end-of-pipe turbidity effluent limit, without the "BMP defense" as provided for in O.C.G.A. 12-7-6(a)(1).
 - Reduce the total planned site disturbance to less than 50% impervious surfaces (excluding any State-mandated buffer areas from such calculations). All calculations must be based on the actual disturbed area.
 - Limit the amount of disturbed area at anyone time to no greater than 25 acres or 50% of the total planned site, whichever is less. All calculations must be included on the Plan.
 - Use "DirT" techniques available on the EPD website, www.gospd.org (e.g., seep berms, sand filters, anionic PAM) to model and manage construction storm water runoff (including sheet flow). All calculations must be included on the Plan.
 - Add appropriate organic soil amendments (e.g., compost) and conduct pre- and post-construction soil sampling to a depth of 6 (six) inches to document improved levels of soil carbon after final stabilization of the construction site.
 - Use mulch filter berms, in addition to a silt fence, on the site perimeter wherever construction storm water (including sheet flow) may be discharged. Mulch filter berms cannot be placed in waterways or areas of concentrated flow.
 - Apply the appropriate Georgia Department of Transportation approved erosion control matting or bonded fiber matrix to all slopes steeper than 3:1. All graphical illustrations must be included on the Plan.
 - Use appropriate erosion control matting or blankets instead of concrete in all construction storm water ditches and storm drainages designed for a 25 year, 24 hour rainfall event.
 - Use anionic PAM under a passive dosing method (e.g., flocculant basins) within all construction storm water ditches and storm drainages that feed into temporary sediment basins and retrofitted management basins.
 - Install sod for a minimum 20 foot width (in lieu of seeding) after final grade has been achieved, along the site perimeter wherever construction storm water (including sheet flow) may be discharged.
 - Conduct soil tests to identify and to implement site-specific fertilizer needs.
 - Certified personnel shall conduct inspections at least twice every seven (7) calendar days and within 24 hours of the end of the storm that is 0.5 inches rainfall or greater in accordance with Part IV.D.4.a.(3),(a)-(c), Part IV.D.4.b.(3), (a)-(c) or Part IV.D.4.c.(3),(a)-(c) of this permit, as applicable.
 - Apply the appropriate compost blankets (minimum depth 1.5 inches) to protect soil surfaces until vegetation is established during the final stabilization phase of the construction activity.
 - Use alternative BMPs whose performance has been documented to be superior to conventional BMPs as certified by a Design Professional (unless disapproved by EPD or the State Soil and Water Conservation Commission).
 - Limit the total planned site disturbance to less than 15% impervious surfaces (excluding any State mandated buffer areas from such calculations). All calculations must be included in the Plan.

(NOTES CONTINUED ON SHEET EC2)



(NOTES CONTINUED FROM SHEET EC1)

D. Management Practices and permit Violations.

- Best management practices, as set forth in this permit, are required for all construction activities, and must be implemented in accordance with the design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the State Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted to prevent or reduce the pollution of waters of Georgia. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with Part II.D.3, and Part II.D.4.
- Except as required to install the initial sediment storage requirements and perimeter control BMPs as described in Part IV.D.3, the initial sediment storage requirements and perimeter control BMPs must be installed and implemented prior to conducting any other construction activities (e.g., clearing, grubbing and grading) within in the construction site or when applicable, within phased sub-areas or segments of the construction site. Failure to comply shall constitute a violation of this permit for each day on which construction activities occur. The design professional who prepared the Plan must inspect the initial sediment storage requirements and perimeter control BMPs in accordance with Part IV.A.5, within seven (7) days after installation.
- Failure to properly design, install, or maintain best management practices shall constitute a violation of this permit for each day on which such failure occurs. BMP maintenance as a result of the permittee's routine inspections shall not be considered a violation for the purposes of this paragraph. If, during the course of the permittee's routine inspection BMP failures are observed which have resulted in sediment deposition into Waters of the State, the permittee shall correct the BMP failures and shall submit a summary of the violations to EPD in accordance with Part V.A.2, of this permit.
- A discharge of storm water runoff from disturbed areas and best management practices have not been properly designed, installed, and maintained shall constitute a separate violation for each day on which such discharge results in the turbidity of receiving water(s) being increased by more than ten (10) nephelometric turbidity units for streams classified as trout streams or more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries regardless of a permittee's certification under Part II.B.1, and Part II.B.3.
- When the permittee has elected to sample outfalls, the discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation for each day on which such condition results in the turbidity of the discharge exceeding the value selected from Appendix B applicable to the construction site. As set forth therein, the nephelometric turbidity unit (NTU) value shall be selected from Appendix B based upon the size of the construction site, the surface water drainage area and whether the receiving water(s) supports warm water fisheries or is a trout stream as indicated in the Rules and Regulations for Water Quality Control, Chapter 391-3-4 of www.gaepd.org.

PART IV. EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN

A site-specific Erosion, Sedimentation and Pollution Control Plan (Plan) shall be designed, installed and maintained for the phase or phases of the common development covered by this permit. The Erosion, Sedimentation and Pollution Control Plan must be prepared by a design professional as defined by this permit. All persons involved in Plan preparation shall have completed the appropriate certification course, pursuant to O.C.G.A. 12-7-19 (b), approved by the State Soil and Water Conservation Commission.

The Plan shall include, as a minimum, best management practices including pond conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the State Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and O.C.G.A. 12-7-4, as well as the following:

- Except as provided in Part IV. (iii), below, no construction activities shall be conducted within a 25 foot buffer along the banks of all State waters, as measured horizontally from the point where vegetation has been vested by normal stream flow or wave action, except where the Director has determined to allow a variance that is at least as protective of natural resources and the environment in accordance with the provisions of O.C.G.A. 12-7-4, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented, or along any ephemeral stream, or where bulkheads and erosion of the shoreline of Lake Oconee or Lake Sinclair. The buffer shall not apply to the following activities provided that adequate erosion control measures are incorporated into the project plans and specifications are implemented:
 - public drinking water system reservoirs;
 - stream crossings for water and sewer lines, provided that the stream crossings occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream and cause a width of disturbance of not more than 50 feet within the buffer, and native riparian vegetation is re-established in any bare or disturbed areas within the buffer;
 - stream crossings for any utility lines of any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in Code Section 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution of power, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;
 - buffer crossings for fences, provided that the crossings occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream and cause a width of disturbance of not more than 50 feet within the buffer, and native riparian vegetation is re-established in any bare or disturbed areas within the buffer, and
 - stream crossings for aerial utility lines, provided that: (a) the new utility line right-of-way width does not exceed 100 linear feet, (b) utility lines are routed and constructed so as to minimize the number of stream crossings and disturbances to the buffer, (c) only trees and free debris are removed from within the buffer resulting in only minor soil erosion (i.e., disturbance to underlying vegetation is minimized), and (d) native riparian vegetation is re-established in any bare or disturbed areas within the buffer. The Plan shall include a description of the stream crossings with details of the buffer disturbance including area and length of buffer disturbance, estimated length of time of buffer disturbance, and justification.
- right-of-way posts, guy-wires, anchors, survey markers and the replacement and maintenance of existing utility structures within the current right-of-way undertaken or financed in whole or in part by the Department of Transportation, the Georgia Highway Authority or the State Road and Tollway Authority or undertaken by any county or municipality, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;

- right-of-way posts, guy-wires, anchors, survey markers and the replacement and maintenance of existing utility structures within the current right-of-way undertaken or financed in whole or in part by the Department of Transportation, the Georgia Highway Authority or the State Road and Tollway Authority or undertaken by any county or municipality, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;
- Maintenance (excluding dredging), repair and/or upgrade of Soil and Water Conservation District watershed dams when under the technical supervision of the USDA Natural Resources Conservation Service.
- No construction activities shall be conducted within a 50 foot buffer, as measured horizontally from the point where vegetation has been vested by normal stream flow or wave action, along the banks of any State waters classified as trout streams except where approval is granted by the Director for alternate buffer requirements in accordance with the provisions of O.C.G.A. 12-7-4, or where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the permittee, pursuant to the terms of a rule promulgated by a general variance promulgated by the Board of Natural Resources including notification of such to EPD and the Local Issuing Authority of the location and extent of the piping and prescribed methodology for minimizing the impact of such piping and for measuring the volume of water discharged by the stream. Any such pipe must stop short of the downstream permittee's property, and the permittee must comply with the buffer requirement for any adjacent trout streams. The buffer shall not apply to the following activities provided that adequate erosion control measures are incorporated into the project plans and specifications are implemented:
 - public drinking water system reservoirs;
 - stream crossings for water and sewer lines, provided that the stream crossings occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream and cause a width of disturbance of not more than 50 feet within the buffer, and native riparian vegetation is re-established in any bare or disturbed areas within the buffer;
 - stream crossings for any utility lines of any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in Code Section 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution of power, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;
 - buffer crossing for fences, provided that the crossings occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream and cause a width of disturbance of not more than 50 feet within the buffer, and native riparian vegetation is re-established in any bare or disturbed areas within the buffer, and
 - stream crossings for aerial utility lines, provided that: (a) the new utility line right-of-way width does not exceed 100 linear feet, (b) utility lines are routed and constructed so as to minimize the number of stream crossings and disturbances to the buffer, (c) only trees and free debris are removed from within the buffer resulting in only minor soil erosion (i.e., disturbance to underlying vegetation is minimized), and (d) native riparian vegetation is re-established in any bare or disturbed areas within the buffer. The Plan shall include a description of the stream crossings with details of the buffer disturbance including area and length of buffer disturbance, estimated length of time of buffer disturbance, and justification.
- right-of-way posts, guy-wires, anchors, survey markers and the replacement and maintenance of existing utility structures within the current right-of-way undertaken or financed in whole or in part by the Department of Transportation, the Georgia Highway Authority or the State Road and Tollway Authority or undertaken by any county or municipality, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;

- right-of-way posts, guy-wires, anchors, survey markers and the replacement and maintenance of existing utility structures within the current right-of-way undertaken or financed in whole or in part by the Department of Transportation, the Georgia Highway Authority or the State Road and Tollway Authority or undertaken by any county or municipality, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;
- Maintenance (excluding dredging), repair and/or upgrade of Soil and Water Conservation District watershed dams when under the technical supervision of the USDA Natural Resources Conservation Service.
- Except as provided above, for buffers required pursuant to Part IV.(i), and (ii), no construction activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. During coverage under this permit, a buffer cannot be thinned or trimmed of vegetation and a protective vegetative cover must remain to protect water quality and aquatic habitat and a natural canopy must be left in sufficient quantity to keep shade on the stream.

- right-of-way posts, guy-wires, anchors, survey markers and the replacement and maintenance of existing utility structures within the current right-of-way by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in Code Section 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution of power, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;
- Maintenance (excluding dredging), repair and/or upgrade of Soil and Water Conservation District watershed dams when under the technical supervision of the USDA Natural Resources Conservation Service.
- Except as provided above, for buffers required pursuant to Part IV.(i), and (ii), no construction activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. During coverage under this permit, a buffer cannot be thinned or trimmed of vegetation and a protective vegetative cover must remain to protect water quality and aquatic habitat and a natural canopy must be left in sufficient quantity to keep shade on the stream.

- right-of-way posts, guy-wires, anchors, survey markers and the replacement and maintenance of existing utility structures within the current right-of-way by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in Code Section 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution of power, provided that: (a) the area of land disturbance does not exceed 100 square feet per structure, (b) the area of buffer vegetation to be cut (not grubbed) does not exceed 1,000 square feet per structure, (c) native riparian vegetation is re-established in any bare or disturbed areas within the buffer and (d) the entity is not a secondary permittee for a project located within a common development or sale under this permit;
- Maintenance (excluding dredging), repair and/or upgrade of Soil and Water Conservation District watershed dams when under the technical supervision of the USDA Natural Resources Conservation Service.
- Except as provided in Part IV.A.2, a single Erosion, sedimentation and Pollution Control Plan must be prepared by the primary permittee for the stand alone construction project.

NOTE:
IT IS THE RESPONSIBILITY OF THE OWNER AND OPERATOR TO READ THE ENTIRE NPDES PERMIT WHICH MAY BE FOUND AT: WWW.GAEPD.ORG/NPDES

INSTRUCTIONS.

A. PRIMARY PERMITTEE REQUIREMENTS.

- Each day when any type of construction activity has taken place at a primary permittee's site, certified personnel provided by the primary permittee shall inspect: (a) all areas at the primary permittee's site where petroleum products are stored, used, or handled for spills and leaks from vehicles and equipment; (b) all locations at the primary permittee's site where vehicles enter or exit the site for evidence of off-site sediment tracking. These inspections must be conducted until a Notice of Termination is submitted.
- Measure rainfall once at every 24 hours except any non-working Saturday, non-working Sunday and non-working Federal holiday until a Notice of Termination is submitted. Measurement of rainfall may be suspended if at areas of the site have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region.
- Certified personnel (provided by the primary permittee) shall inspect the following at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches rainfall or greater (unless such storm ends after 5:00 PM on any Friday or on any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first): (a) disturbed areas of the primary permittee's construction site; (b) areas used by the primary permittee for storage of materials that are exposed to precipitation; and (c) structural control measures. Erosion and sediment control measures identified in the Plan applicable to the primary permittee's site shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s). For areas of a site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region, the permittee must comply with Part IV.D.4.a.(4). These inspections must be conducted until a Notice of Termination is submitted.
- Certified personnel (provided by the primary permittee) shall inspect at least once per month during the term of this permit (i.e., until a Notice of Termination is submitted to the EPD) the areas of the site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and the receiving water(s). Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s).
- Based on the results of each inspection, the site description and the pollution prevention and control measures identified in the Erosion, Sedimentation and Pollution Control Plan, the Plan shall be revised as appropriate not later than seven (7) calendar days following each inspection. Implementation of such changes shall be made as soon as practical but in no case later than seven (7) calendar days following each inspection.
- A report of each inspection that includes the name(s) of certified personnel making each inspection, the date(s) of each inspection, construction phase (i.e., initial, intermediate or final), major observations relating to the implementation of the Erosion, Sedimentation and Pollution Control Plan, and actions taken in accordance with Part IV.D.4.a.(5), of the permit shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to EPD. Such reports shall be readily available by end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained or maintained incorrectly. Where the report does not identify an incident, the inspection report shall contain a statement that the best management practices are in compliance with the Erosion, Sedimentation and Pollution Control Plan. The report shall be signed in accordance with Part V.G.2, of this permit.

- Maintenance. The Plan shall include a description of procedures to ensure the timely maintenance of vegetation, erosion and sediment control measures and other protective measures identified in the site plan.

6. Sampling Requirements. This permit requires the monitoring of nephelometric turbidity in receiving water(s) or outfalls in accordance with this permit. This paragraph shall not apply to any land disturbance associated with the construction of single-family homes which are not part of a subdivision or planned common development unless five (5) acres or more will be disturbed. The following procedures constitute EPD's guidelines for sampling turbidity.

- Sampling Requirements shall include the following:
 - A USGS topographic map, a topographic map or a drawing (referred to as a topographic map) that is a scale equal to or more detailed than a 1:24,000 map showing the location of the site or the common development; (a) the location of all perennial and intermittent streams and other water bodies as shown on a USGS topographic map, and all other perennial and intermittent streams and other water bodies located downstream from the stormwater field discharge into the stormwater collection system and the receiving water or outfall sampling locations. When the permittee has chosen to use a USGS topographic map and the receiving water(s) is not shown on the USGS topographic map, the location of the receiving water(s) must be hand-drawn on the USGS topographic map from where the storm water(s) enters the receiving water(s) to the point where the receiving water(s) combines with the first blue line stream shown on the map;
 - A written narrative of site specific analytical methods used to collect, handle and analyze the samples including quality control/quality assurance procedures. This narrative must include precise sampling methodology for each sampling location;
 - When the permittee has determined that some or all outfalls will be sampled, a rationale must be included on the Plan for the NOT limit(s) selected from Appendix B. This rationale must include the size of the construction site, the calculation of the size of the surface water drainage area, and the type of receiving water(s) (i.e., trout stream or supporting warm water fisheries); and
 - Any additional information EPD determines necessary to be part of the Plan. EPD will provide written notice to the permittee of the information necessary and the time for its submission.

8. SAMPLE TYPE. All sampling shall be collected by "grab samples" and the analysis of these samples must be conducted in accordance with methodology and test procedures established by 40 CFR Part 136 (unless other test procedures have been approved); the guidance document titled "NPDES Storm Water Sampling Guidance Document, EPA 833-B-92-001" and guidance documents that may be prepared by the EPD.

- Sample containers should be labeled prior to collecting the samples.
- Samples should be well mixed and placed in a secondary container.
- Large mouth, well cleaned and rinsed glass or plastic jars should be used for collecting samples. The jars should be cleaned thoroughly to avoid contamination.
- Manual, automatic or rising stage sampling may be utilized. Samples required by this permit should be analyzed immediately, but in no case later than 48 hours after collection. However, samples from automatic samplers must be collected no later than the next business day after their collection. Unless flow through automated analysis is utilized, if automatic sampling is utilized and the automatic sampler is not activated during the qualifying event, the permittee must utilize manual sampling or rising stage sampling during the next qualifying event. Dilution of samples is not required. Samples may be analyzed using a direct reading, properly calibrated turbidimeter. Samples are not required to be cooled.
- Sampling and analysis of the receiving water(s) or outfalls beyond the minimum frequency stated in this permit must be reported to EPD as specified in Part IV.E.

C. SAMPLING POINTS.

- For construction activities the primary permittee must sample all receiving water(s), or all outfall(s), or a combination of receiving water(s) and outfall(s). Samples taken for the purpose of compliance with this permit shall be representative of the monitoring activity and representative of the water quality of the receiving water(s) and/or the storm water outfalls using the following minimum guidelines:
 - The upstream sample for each receiving water(s) must be taken immediately upstream of the confluence of the first storm water discharge from the permitted activity (i.e., the discharge farthest upstream at the site) but downstream of any other storm water discharges not associated with the permitted activity. Where appropriate, several upstream samples from across the receiving water(s) may need to be taken and the arithmetic average of the turbidity of these samples used for the upstream turbidity value.
 - The downstream sample for each receiving water(s) must be taken downstream of the confluence of the last storm water discharge from the permitted activity (i.e., the discharge farthest downstream at the site) but upstream of any other storm water discharge not associated with the permitted activity. Where appropriate, several downstream samples from across the receiving water(s) may need to be taken and the arithmetic average of the turbidity of these samples used for the downstream turbidity value.
 - Ideally the samples should be taken from the horizontal and vertical center of the receiving water(s) or the storm water outfall channel(s).
 - Care should be taken to avoid stirring the bottom sediments in the receiving water(s) or in the outfall storm water channel.
 - The sampling container should be held so that the opening faces upstream.
 - The samples should be kept free from floating debris.
 - Permittees do not have to sample sheetflow that flows onto undisturbed natural areas or areas stabilized by the project. For purposes of this section, stabilized shall mean, for unpaired areas and areas not covered by permanent structures and areas located outside of the waste disposal limits of a landfill cell that has been certified by EPD for covered disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region).
 - All sampling pursuant to this permit must be done in such a way (including generally accepted sampling methods, locations, timing, and frequency) so as to accurately reflect whether storm water runoff from the construction site is in compliance with the standard set forth in Parts II.D.3, or II.D.4, whichever is applicable.

STORM DRAIN OUTLET PROTECTION HYDRAULIC DESIGN DATA													
PIPE SYSTEM	Q _{2 yr}		Q _{25 yr}		Q _{100 yr}		OUTLET PROTECTION						
	V	2 yr	V	25 yr	V	100 yr	La	W ₁	W ₂	d ₅₀	TAILWATER	PIPE DIAMETER	DEPTH
STORM-A	15.76	2.31	29.27	4.22	36.5	5.25	15'	9"	9"	0.5'	MAX	36"	1.125'
STORM-AA	7.06	4.78	15.46	5.95	16.69	6.34	13.50	3'	8.50'	0.5'	MAX	36"	1.125'

* WATER SURFACE ELEVATION IN BOTH PONDS IS EQUALIZED PAST THE 2 YEAR STORM, THUS THIS PIPE DOES NOT CARRY ANY FLOWS PAST THE 2 YEAR STORM.

ANTICIPATED CONSTRUCTION SCHEDULE					
DESCRIPTION					
INSTALLATION OF SEDIMENT CONTROL MEASURES					
INSTALL TREE PROTECTION DEVICES & EROSION CONTROL MEASURES					
GRADING AND UTILITY OPERATIONS BUILDING CONSTRUCTION					
PAVING OPERATIONS					
GRASSING INCLUDE TEMPORARY & PERMANENT VEGETATION					
MAINTENANCE OF EROSION & SEDIMENT CONTROL MEASURES					
REMOVAL OF EROSION CONTROL					
SCHEDULED WEEKS	JUNE 2024	SEPT 2024	DEC 2024	APRIL 2025	JUNE 2025

D. SAMPLING FREQUENCY.

- The primary permittee must sample in accordance with the Plan at least once for each rainfall event described below. For a qualifying event, the permittee shall sample at the beginning of any storm water discharge to a monitored receiving water and/or from a monitored outfall or discharge location within thirty-five (35) minutes or as soon as possible.
- However, where manual and automatic sampling are impossible (as defined in this permit), or are beyond the permittee's control, the permittee shall take samples as soon as possible, but in no case more than twelve (12) hours after the beginning of the storm water discharge.
- Sampling by the permittee shall occur for the following events:
 - For each area of the site that discharges to a receiving water or from an outfall, the first rain event that reaches or exceeds 0.5 inch with a storm water discharge that allows for sampling during normal business hours as defined in this permit after all clearing and grubbing operations have been completed, but prior to completion of mass grading operations, in the drainage area of the location selected as the sampling location.
 - In addition to (a) above, for each area of the site that discharges to a receiving water or from an outfall, the first rain event that reaches or exceeds 0.5 inch with a storm water discharge that occurs during normal business hours as defined in this permit either 90 days after the first sampling event or after all mass grading operations have been completed, but prior to submittal of a NOT, in the drainage area of the location selected as the sampling location, whichever comes first;
 - At the time of sampling performed pursuant to (a) and (b) above, if BMPs in any area of the site that discharges to a receiving water or from an outfall are not properly designed, installed and maintained, corrective action shall be defined and implemented within two (2) business days, and turbidity samples shall be taken from discharges from that area of the site for each subsequent rain event that reaches or exceeds 0.5 inch during normal business hours* until the selected turbidity standard is attained, or until post-storm event inspections determine that BMPs are properly designed, installed and maintained;
 - Where sampling pursuant to (a), (b) or (c) above is required but not possible (or not required because there was no discharge), the permittee, in accordance with Part IV.D.4.a.(4), must include a written justification in the inspection report of why sampling was not performed. Providing this justification does not relieve the permittee of any subsequent sampling obligations under (a), (b) or (c) above; and
 - Existing construction activities, i.e., those that are occurring on or before the effective date of this permit, that have met the sampling required by (a) above shall sample in accordance with (b). Those existing construction activities that have met the sampling required by (a) above shall not be required to conduct additional sampling other than as required by (a) above.

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

7. Non-storm water discharges. Except for flows from fire fighting activities, sources of non-storm water listed in Part III.A.2, of this permit that are combined with storm water discharges associated with construction activity must be identified in the Plan. The Plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

E. REPORTING.

- The applicable permittees are required to submit the sampling results to the EPD at the address shown in Part II.C, by the fifteenth day of the month following the reporting period. Reporting periods are months during which samples are taken in accordance with this permit. Sampling results shall be in a clearly legible format. Upon written notification, EPD may require the applicable permittee to submit the sampling results on a more frequent basis. Sampling and analysis of any storm water discharge(s) or the receiving water(s) beyond the minimum frequency stated in this permit must be reported in a similar manner to the EPD. The sampling reports must be signed in accordance with Part V.G.2. Sampling reports must be submitted to EPD until such time as a NOT is submitted in accordance with Part VI.
- All sampling reports shall include the following information:
 - The rainfall amount, date, exact place and time of sampling or measurements;
 - The name(s) of the certified personnel who performed the sampling and measurements;
 - The date(s) analyses were performed;
 - The time(s) analyses were initiated;
 - The name(s) of the certified personnel who performed the analyses;
 - Reference and written procedures, when available, for the analytical techniques or methods used;
 - The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results;
 - Results which exceed 1000 NTU shall be reported as "exceeds 1000 NTU" and
 - Certification statement that sampling was conducted as per the Plan.

- All written correspondence required by this permit shall be submitted by return receipt certified mail (or similar service) to the appropriate District Office of the EPD according to the schedule in Appendix A of this permit. If applicable permittees shall retain a copy of the proof of submittal at the construction site or the proof of submittal shall be readily available at a designated location from commencement of construction until such time as a NOT is submitted in accordance with Part VI. If an electronic submittal is provided by EPD then the written correspondence may be submitted electronically, if required, a paper copy must also be submitted by return receipt certified mail or similar service.

F. RETENTION OF RECORDS.

- The primary permittee shall retain the following records at the construction site or the records shall be readily available at a designated alternate location from commencement of construction until such time as a NOT is submitted in accordance with Part V:
 - A copy of all Notices of Intent submitted to EPD;
 - A copy of the Erosion, Sedimentation and Pollution Control Plan required by this permit;
 - The design professional's report of the results of the inspection conducted in accordance with Part IV.A.5, of this permit;
 - A copy of all sampling information, results, and reports required by this permit;
 - A copy of all violation summary reports generated in accordance with Part V.D.3, of this permit;
 - A copy of all violation summaries and violation summary reports generated in accordance with Part II.D.2, of this permit; and
 - Daily rainfall information collected in accordance with Part IV.D.4.a.(2) of this permit.
- Copies of all Notices of Intent, Notices of Termination, inspection reports, sampling reports (including all calibration and maintenance records and all original spot chart recordings for continuous monitoring instrumentation) or other reports requested by the EPD, erosion, Sedimentation and Pollution Control Plan, records of all data used to complete the Notice of Intent to be covered by this permit and all other records required by this permit shall be retained by the permittee who either produced or used for a period of at least three years from the date that the NOT is submitted in accordance with Part VI of this permit. These records must be maintained at the permittee's primary place of business once the construction activity has ceased of the permitted site. This period may be extended by request of the EPD at any time upon written notification to the permittee.

INVENTORY FOR POLLUTION PREVENTION PLAN

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

- * Concrete
- * Paints (enamel)
- * Wood and wood products
- * PVC pipe
- * Petroleum based products
- * Asphalt
- * Detergents
- * Metal Columns and roofs
- * Fertilizers
- * Cleaning solvents
- * Sand and limestone rock

Spill Prevention

Material Management Practices

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

Good Housekeeping:

The following good housekeeping practices will be followed onsite during the construction project.

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

Hazardous Products:

- These practices are used to reduce the risks associated with hazardous materials.
- * Products will be kept in original containers unless they are not re-sealable.
- * Original labels and material safety data will be retained; they contain important product information.
- * If surplus product must be disposed of, manufacturers or local and state recommended methods for proper disposal will be followed.

Spill Prevention:

The following product specific practices will be followed onsite:

Petroleum Products:

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers, which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer recommendations.

Fertilizers:

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers instructions of state and local regulations.

CONTRACTOR

The contractor will establish a single wash-out basin for concrete trucks. Concrete trucks will only be allowed to wash out or discharge surplus concrete from the chute, on the site at this location. Wash-out of the concrete trucks drum at the construction site is prohibited. When the project is completed, and as a part of the final clean-up, the contractor will be responsible for removing all concrete spalls and waste in the basin to an off-site location. The basin area will be filled with dirt, compacted, graded, grassed and restored to original condition or better.

Spill Control Practices:

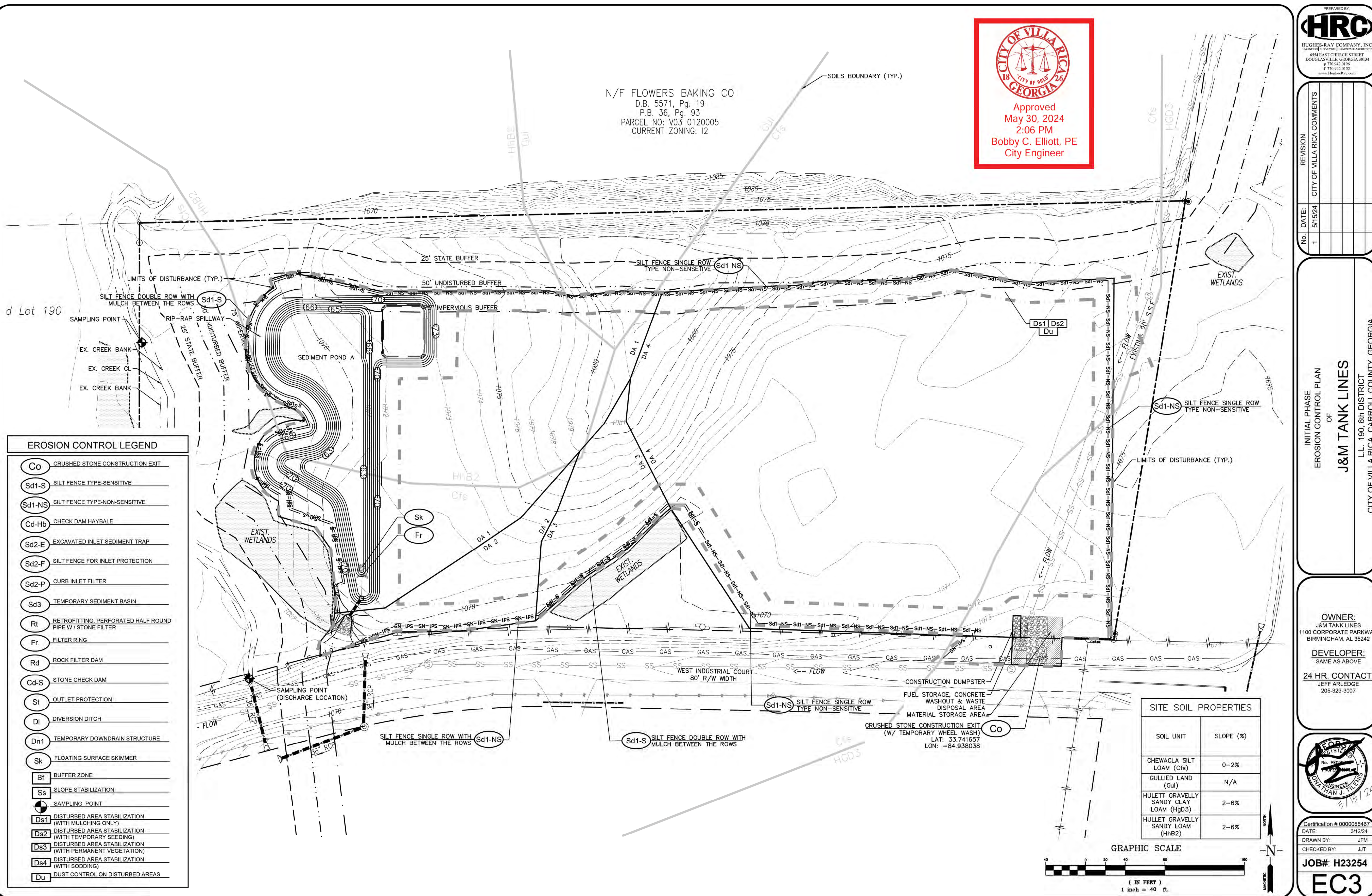
- In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and clean-up.
- * Manufacturer recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- * Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and material will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, litter filter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- * All spills will be cleaned up immediately after discovery.
- * The spill area will be kept well ventilated and personnel will appropriate protective clothing to prevent injury from contact with a hazardous substance.
- * Spills of toxic or hazardous material will be reported to the appropriate state or local government agency regardless of the size.
- * The spill prevention plan will be adjusted to include measures to prevent this type of spill from recurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- * The contractor's site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator, he will designate at least one other site person who will receive spill prevention and cleanup training. This individual will become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite (or designated alternate job location).

OTHER CONDITIONS THE CONTRACTOR IS RESPONSIBLE FOR:

Waste Materials:

All waste materials will be collected and stored in a secured, loaded, Metal Dumpster, rented from a licensed solid waste disposal company, **no waste materials shall be discharged to water of the State, except as authorized by section 404 Permit.** The materials shall be placed in dumpster which meets all State and local regulations. All trash and construction debris from the site will be placed in the dumpster or transported to the authorized disposal area. All construction waste shall be hauled off-site a minimum of once a week or as needed to keep site safe during and after working hours. No large piles of debris shall be left that would allow children or adults to play on the debris. The existing grade on the site. No construction waste materials will be buried on-site. All personnel will be instructed regarding the correct procedure(s) for waste disposal. Notices and information regarding these procedures will be posted and/or provided to appropriate personnel by the contractor or the person responsible for the day-to-day construction activities and operations at this site. The contractor is responsible for the implementation of these procedures throughout his contract for construction.

Hazard



N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2



Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

EROSION CONTROL LEGEND

Co

CRUSHED STONE CONSTRUCTION EXIT

Sd1-S

SILT FENCE TYPE-SENSITIVE

Sd1-NS

SILT FENCE TYPE-NON-SENSITIVE

Cd-Hb

CHECK DAM HAYBALE

Sd2-E

EXCAVATED INLET SEDIMENT TRAP

Sd2-F

SILT FENCE FOR INLET PROTECTION

Sd2-P

CURB INLET FILTER

Sd3

TEMPORARY SEDIMENT BASIN

Rt

RETROFITTING, PERFORATED HALF ROUND PIPE W/ STONE FILTER

Fr

FILTER RING

Rd

ROCK FILTER DAM

Cd-S

STONE CHECK DAM

St

OUTLET PROTECTION

Di

DIVERSION DITCH

Dn1

TEMPORARY DOWNDRAIN STRUCTURE

Sk

FLOATING SURFACE SKIMMER

Bf

BUFFER ZONE

Ss

SLOPE STABILIZATION

Ss

SAMPLING POINT

Ds1

DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

Ds2

DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds3

DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

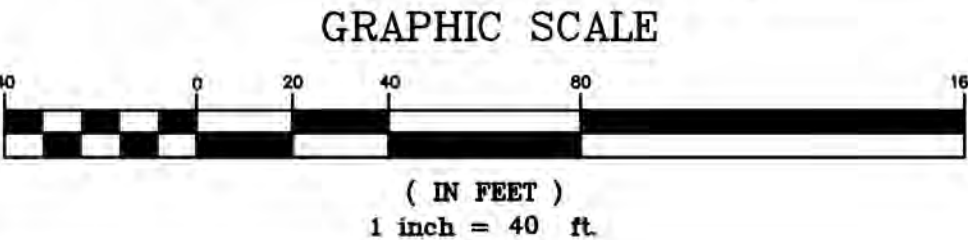
Ds4

DISTURBED AREA STABILIZATION (WITH SODDING)

Du

DUST CONTROL ON DISTURBED AREAS

SITE SOIL PROPERTIES	
SOIL UNIT	SLOPE (%)
CHEWACLA SILT LOAM (Cfs)	0-2%
GULLIED LAND (Gul)	N/A
HULETT GRAVELLY SANDY CLAY LOAM (HgD3)	2-6%
HULETT GRAVELLY SANDY LOAM (HhB2)	2-6%



PREPARED BY:
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HUGHES-RAY COMPANY, INC.
ENGINEERS/SURVEYORS/LANDSCAPE ARCHITECTS
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DOUGLASSVILLE, GEORGIA 30134
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F 770.942.0152
www.HughesRay.com

REVISION

CITY OF VILLA RICA COMMENTS

1

5/15/24

INITIAL PHASE
EROSION CONTROL PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



5/15/24

Certification # 000008467

DATE: 3/12/24

DRAWN BY: JFM

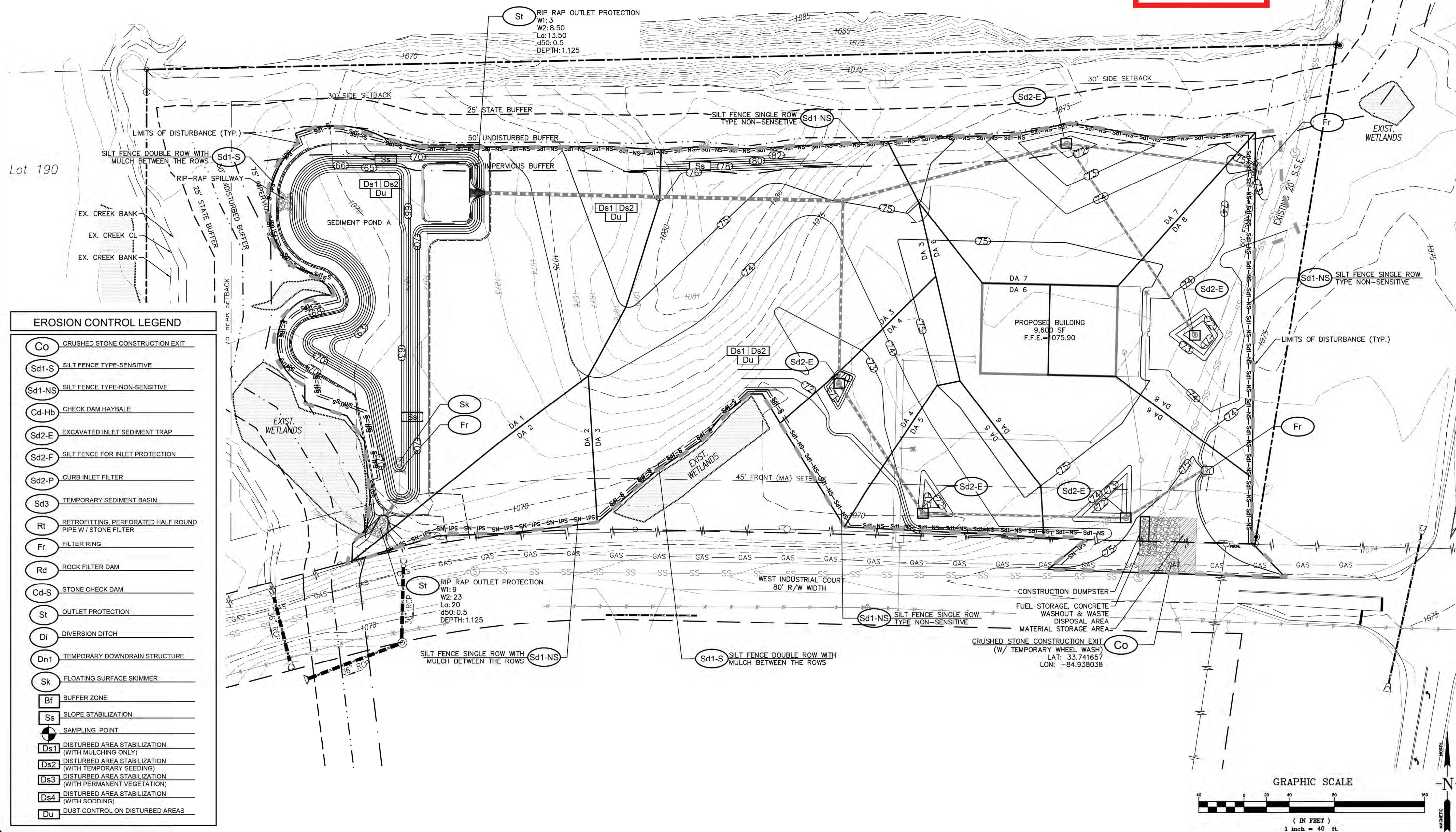
CHECKED BY: JUT

JOB#: H23254

EC3



N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2



PREPARED BY:

HRC

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No.	DATE:	REVISION
1	5/15/24	CITY OF VILLA RICA COMMENTS

INTERMEDIATE PHASE
EROSION CONTROL PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VIRGINIA, CARROLL COUNTY

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT
JEFF ARLEDGE
205-329-3007



Certification # 0000088467	
DATE:	3/12/24
DRAWN BY:	JFM
CHECKED BY:	JJT
JOB#: H23254	
EC4	

N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2

CITY OF VILLA RICA

GEORGIA

Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

Lot 190

EROSION CONTROL LEGEND

Co

CRUSHED STONE CONSTRUCTION EXIT

Sd1-S

SILT FENCE TYPE-SENSITIVE

Sd1-NS

SILT FENCE TYPE-NON-SENSITIVE

Cd-Hb

CHECK DAM HAYBALE

Sd2-E

EXCAVATED INLET SEDIMENT TRAP

Sd2-F

SILT FENCE FOR INLET PROTECTION

Sd2-P

CURB INLET FILTER

Sd3

TEMPORARY SEDIMENT BASIN

Rt

RETROFITTING, PERFORATED HALF ROUND PIPE W / STONE FILTER

Fr

FILTER RING

Rd

ROCK FILTER DAM

Cd-S

STONE CHECK DAM

St

OUTLET PROTECTION

Di

DIVERSION DITCH

Dn1

TEMPORARY DOWNDRAIN STRUCTURE

Sk

FLOATING SURFACE SKIMMER

Bf

BUFFER ZONE

Ss

SLOPE STABILIZATION

SAMPLING POINT

Ds1

DISTURBED AREA STABILIZATION
(WITH MULCHING ONLY)

Ds2

DISTURBED AREA STABILIZATION
(WITH TEMPORARY SEEDING)

Ds3

DISTURBED AREA STABILIZATION
(WITH PERMANENT VEGETATION)

Ds4

DISTURBED AREA STABILIZATION
(WITH SODDING)

Du

DUST CONTROL ON DISTURBED AREAS

GRAPHIC SCALE

0

20

40

60

80

100

(IN FEET)

1 inch = 40 ft.

PREPARED BY:
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REVISION

CITY OF VILLA RICA COMMENTS

NO.

DATE

1

5/15/24

FINAL PHASE
EROSION CONTROL PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

Professional Engineer Seal for Jonathan J. Tillis, State of Georgia, No. 0000088487, dated 3/12/24.

Certification # 0000088487

DATE: 3/12/24

DRAWN BY: JFM

CHECKED BY: JUT

JOB#: H23254

EC5

GEORGIA UNIFORM CODING SYSTEM FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

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

STRUCTURAL PRACTICES

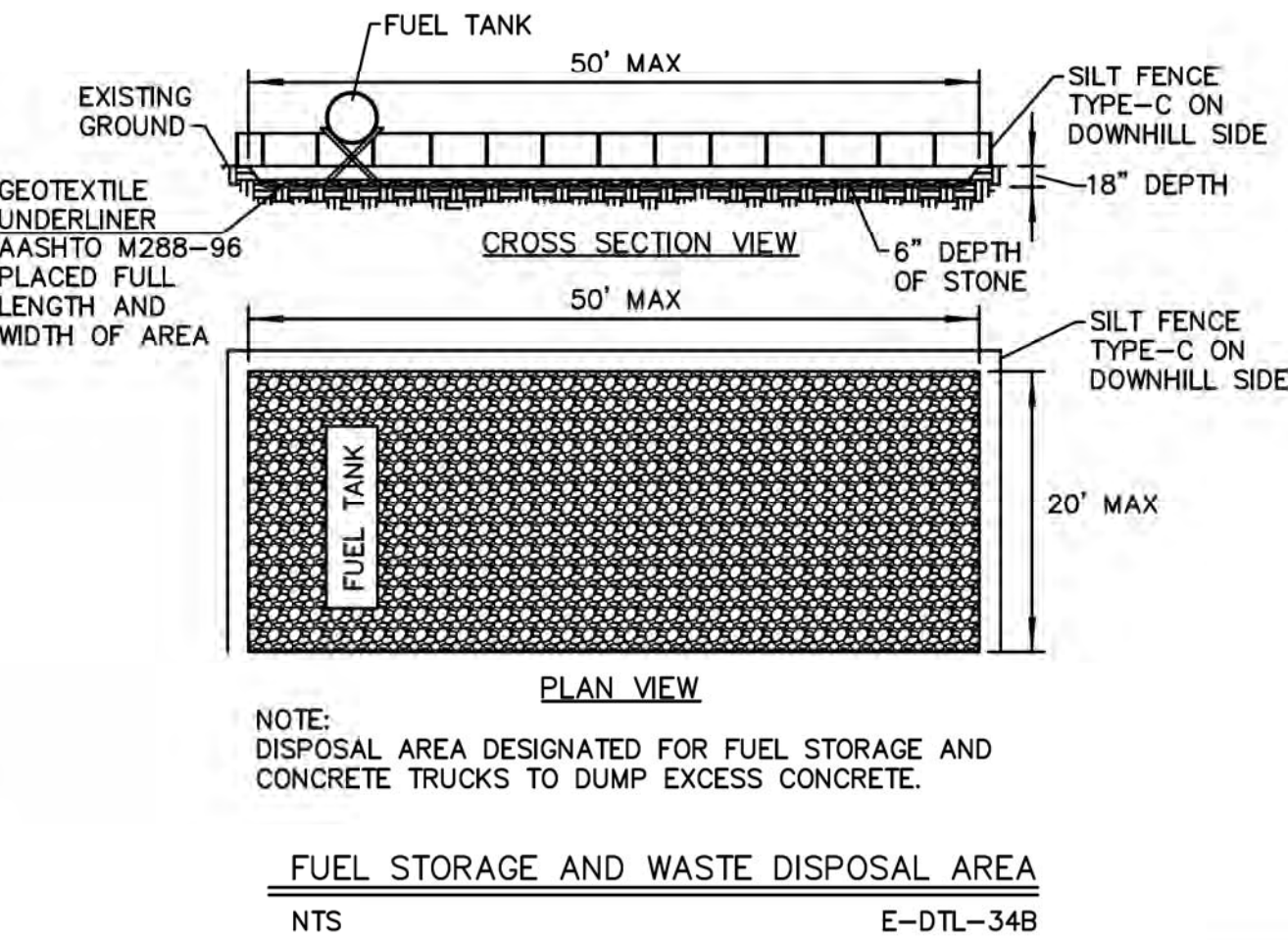
CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sr	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORMDRAIN OUTLET PROTECTION			A paved or short section of riprap channel at the outlet of a storm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

VEGETATIVE PRACTICES

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

GA SWCC (Amended - 2013)

ANTICIPATED SEEDING SCHEDULE PIEDMONT REGION											
TEMPORARY SEEDING Ds2	J	F	M	A	M	J	J	A	S	O	D
WINTER RYE (Secale cereale)											
WINTER RYE mixed w/ UNHULLED COMMON BERMUDA (Cynodon dactylon)											
ANNUAL LESEDEZA (Lespedeza striata)											
ANNUAL LESEDEZA mixed w/ HULLED COMMON BERMUDA (Cynodon dactylon)											
PERMANENT SEEDING Ds3	J	F	M	A	M	J	J	A	S	O	D
UNHULLED COMMON BERMUDA (Cynodon dactylon) mixed w/ WINTER RYE (Secale cereale)											
HULLED COMMON BERMUDA (Cynodon dactylon)											
COMMON BERMUDA mixed w/ ANNUAL LESEDEZA (Lespedeza striata)											



VEGETATIVE PLAN

SEEDING RATES FOR TEMPORARY SEEDINGS					
Species	Rate Per 1,000 sq. ft.	Rate Per Acre	Mts-L'stone Piedmont	Coastal	
Winter Rye (Secale cereale)	0.6 lbs.	28 lbs.	9/15-4/15	10/1-3/15	10/15-2/15
Mix when appropriate with: Unhulled 0.2 lbs.			10/1-4/15	9/15-3/15	10/15-2/15
Common Bermudagrass (Cynodon dactylon)					

Lespedeza 0.2 lbs.	8-10 lbs.	9/15-4/15	10/1-3/15	10/15-2/15	(Lespedeza striata)
Mix when appropriate with: 0.2 lbs.					
Common Bermudagrass (Cynodon dactylon)			4/15-10/1	3/15-9/15	2/15-10/15

Unusual site conditions may require heavier seeding rates. Seeding dates may need to be altered to fit temperature variations and local conditions. The above application rates are for erosion control purposes only. See Landscape Plan for FINAL vegetation. ADD 1 TON OF LIME PER DISTURBED ACRE unless soil test indicate otherwise. ADD 1000 lbs. OF 6-12-12 FERTILIZER PER GRASSED ACRE unless soil test indicate otherwise.

SEEDING RATES FOR PERMANENT SEEDINGS					
Species	Rate Per 1,000 sq. ft.	Rate Per Acre	Mts-L'stone Piedmont	Coastal	
Unhulled 0.2 lbs.			9/15-4/15	9/15-3/15	10/15-2/15
Common Bermudagrass (Cynodon dactylon)					
Mixed with: Winter Rye 0.6 lbs.		28 lbs.			(Secale cereale)

0.23 lbs.	8-10 lbs.	4/15-10/1	3/15-9/15	2/15-10/15	Common Bermudagrass (Cynodon dactylon)
Mix when appropriate with: Lespedeza 0.2 lbs.					(Lespedeza striata)

Unusual site conditions may require heavier seeding rates. Seeding dates may need to be altered to fit temperature variations and local conditions. The above application rates are for erosion control purposes only. See Landscape Plan for FINAL vegetation. ADD 2 TON OF LIME PER DISTURBED ACRE unless soil test indicate otherwise. ADD 1500 lbs. OF 6-12-12 FERTILIZER PER GRASSED ACRE unless soil test indicate otherwise.

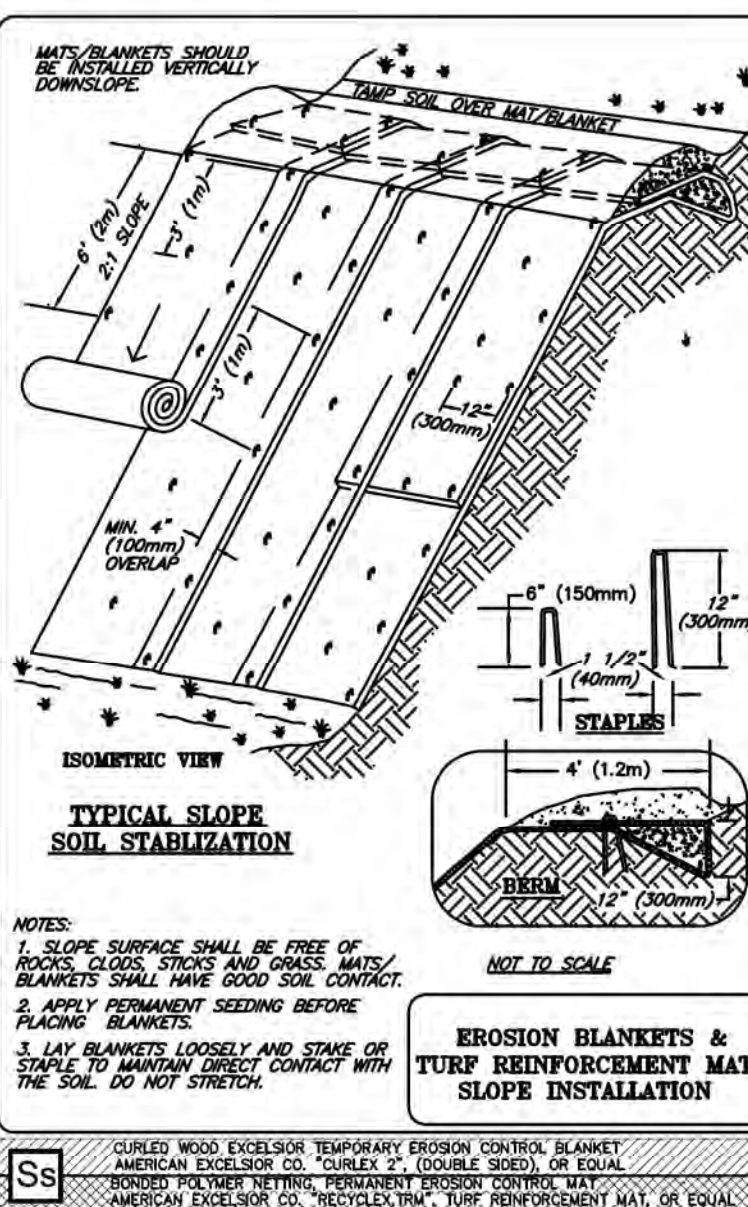
MULCHING RATES: Ds1 Du ALTERNATIVE = Tb

Mulching with permanent vegetation: Mulch is required for all permanent vegetation applications. Mulch applied to seeded areas shall achieve 75% soil cover. Dry straw mulch shall be applied at a rate of 2 tons per acre. Dry hay mulch shall be applied at a rate of 2.5 tons per acre.

Mulching Only: Straw/Hay Shall be applied at 2-4 inches depth providing complete soil coverage.

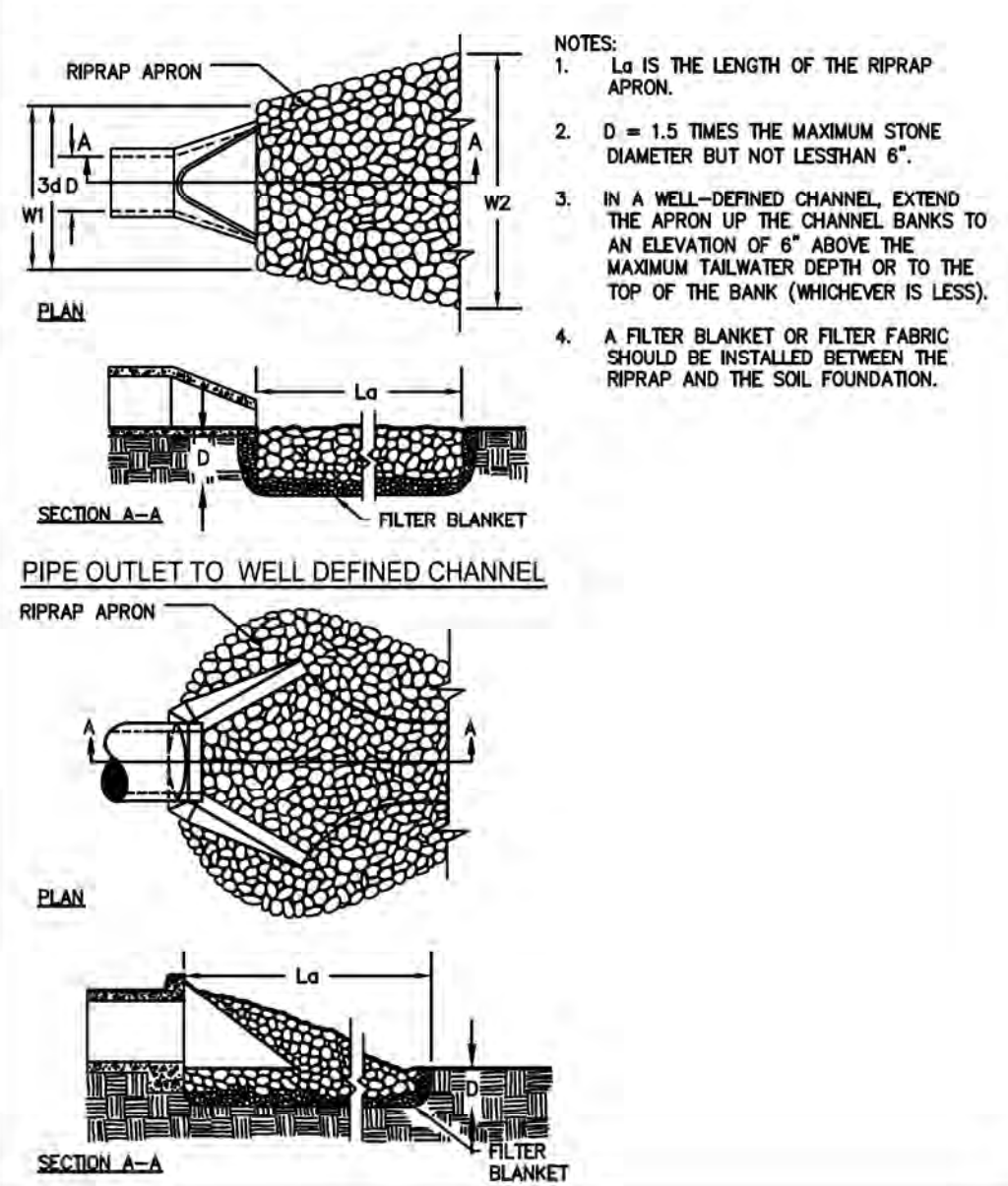
ALTERNATIVE Tb IF ABOVE TREATMENT IS INEFFECTIVE USE APPROVED TACKIFIERS AND BINDERS

Product or Trade Name	Recommended Application Rate
A500 HYDRO-STIK	40 lb./ac.
Agro Tack MP	PMR
CONWED CON-TAC	40 lb./ac.
EcoTak-OP/EcoTak-SATII	PMR
Emulsified Asphalt	100 gal. of SS-1h or CSS-1h and 100 gal. of water per ton of mulch
Hercules Solloc-E	35 lb./ac.
HYDRO-BOND	80-120 lb./ac.
RMB-plus	PMR
TAC-PAC GT	PMR
TERRA-MULCH	PMR
TACKING AGENT III	PMR



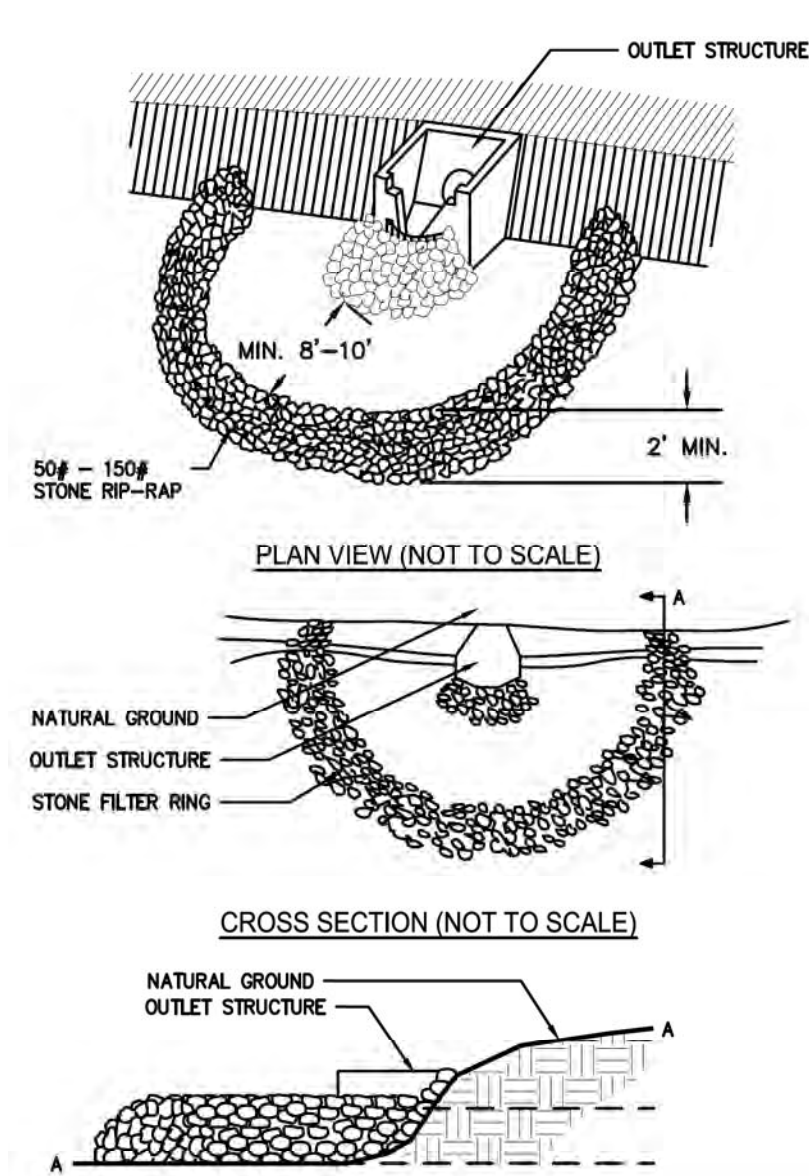
St RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA - NO WELL DEFINED CHANNEL



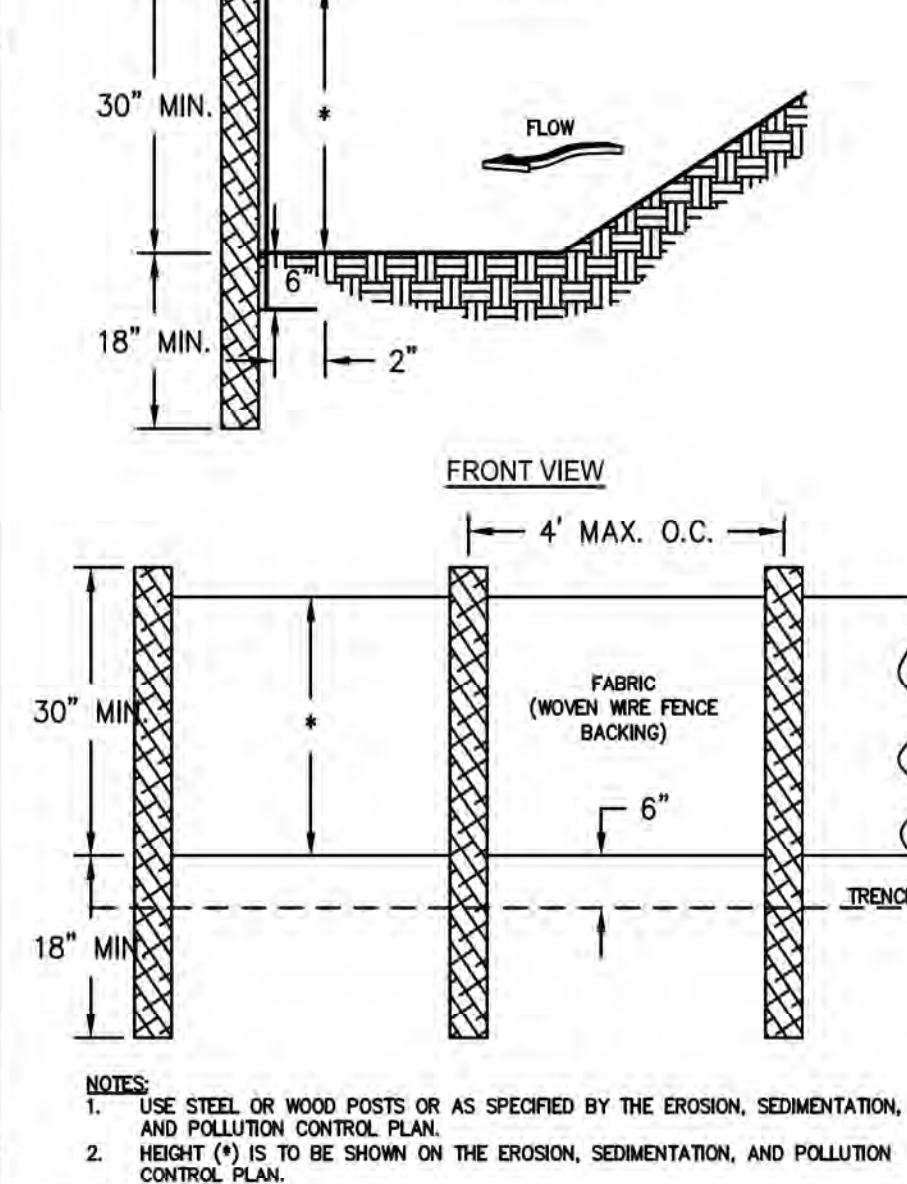
Fr STONE FILTER RING

PERSPECTIVE VIEW



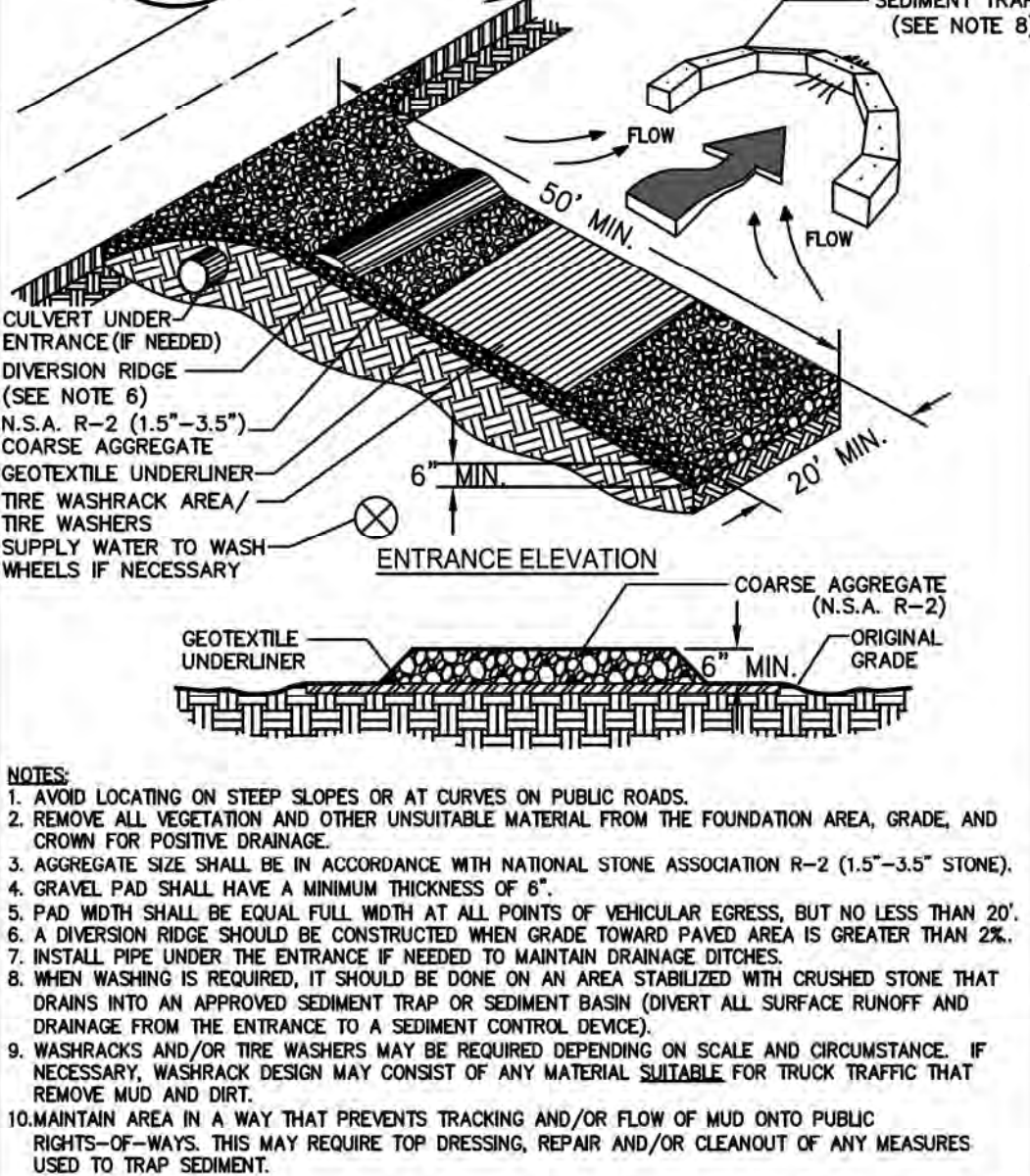
Sd1-S SILT FENCE - TYPE SENSITIVE

SIDE VIEW



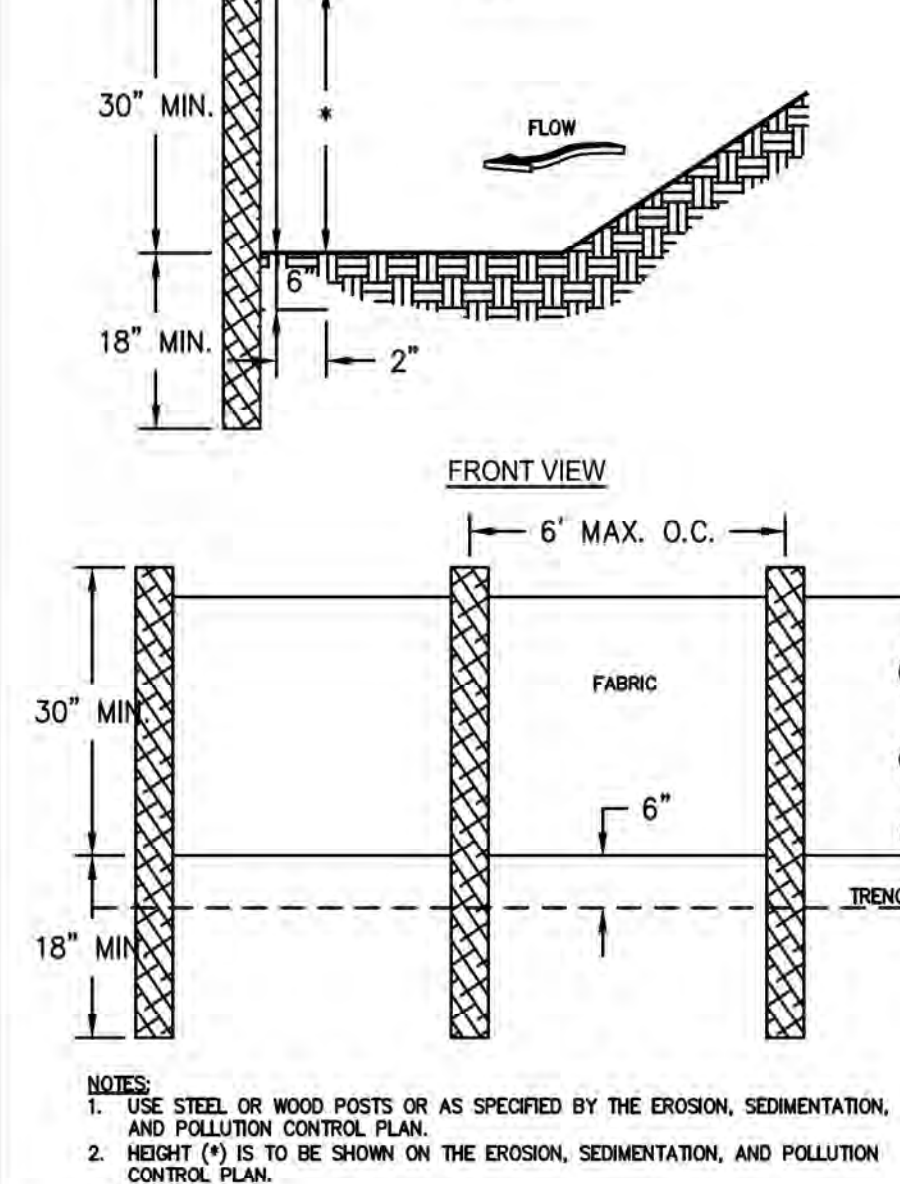
Co CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM



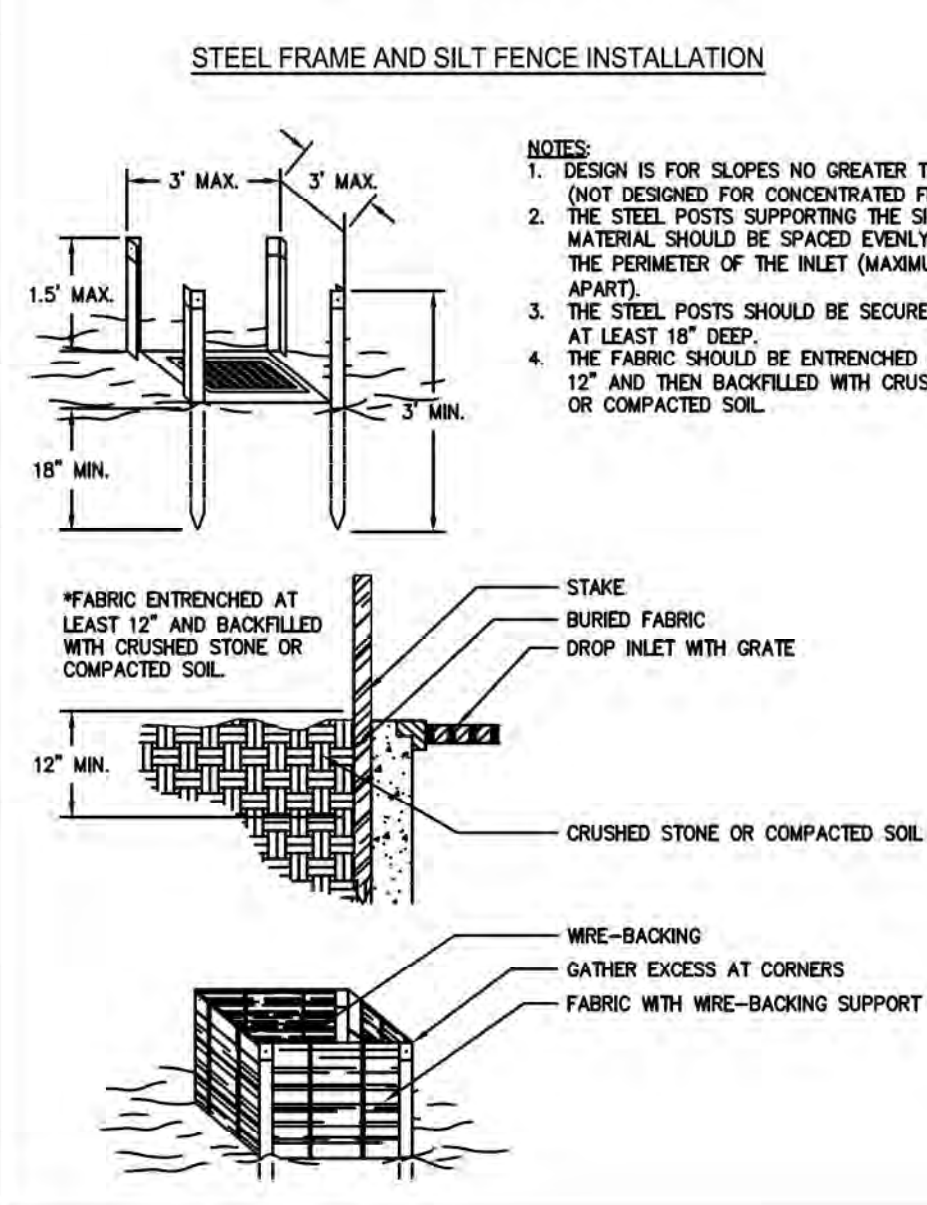
Sd1-NS SILT FENCE - TYPE NON-SENSITIVE

SIDE VIEW



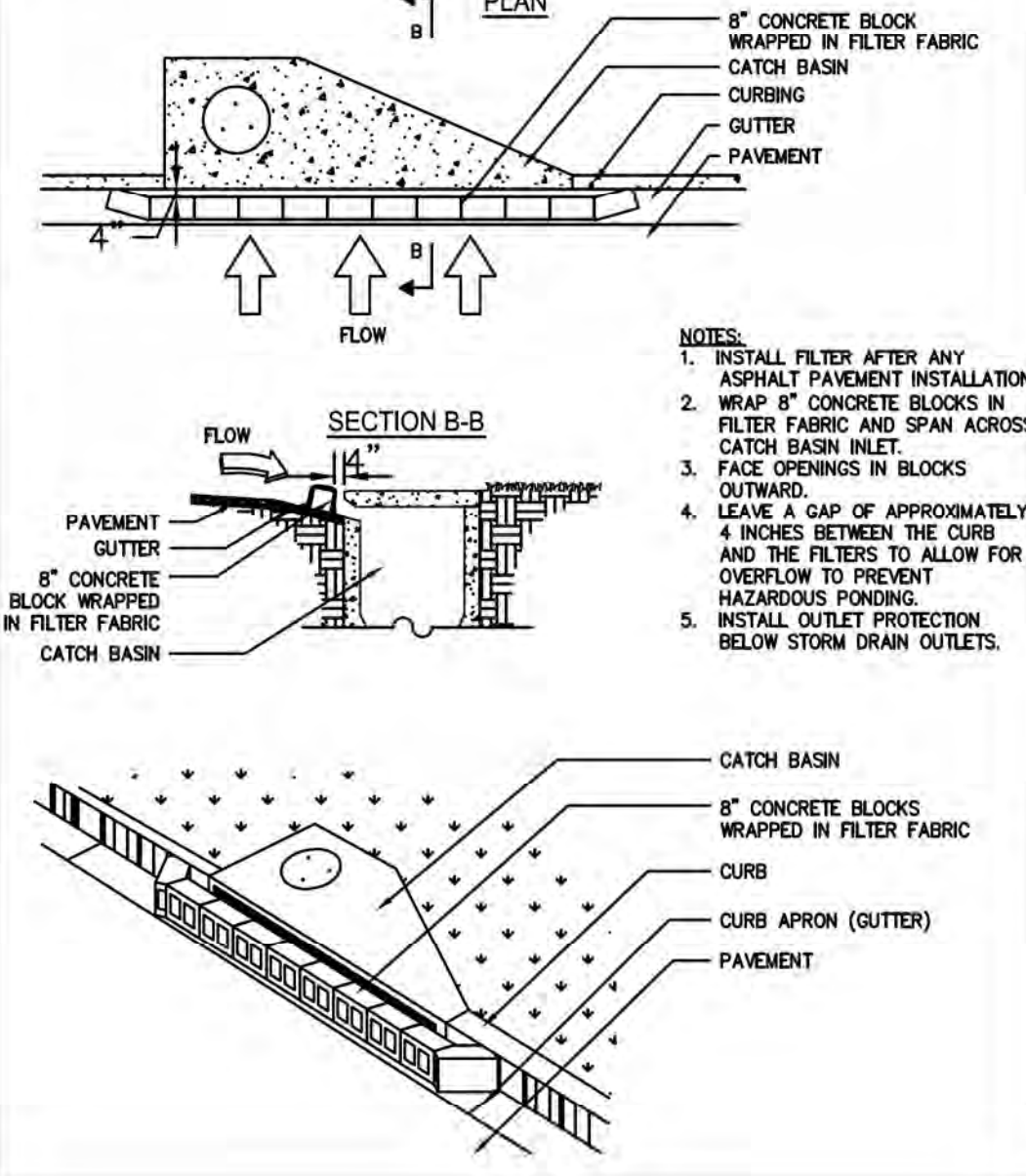
Sd2-F FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

STEEL FRAME AND SILT FENCE INSTALLATION



Sd2-P CURB INLET FILTER "PIGS IN BLANKET"

PLAN



NO.	DATE	REVISION	CITY OF VILLA RICA COMMENTS
1	5/15/24		

EROSION CONTROL STANDARD DETAILS
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



Certification # 0000088467
DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JUT

JOB#: H23254

EC6

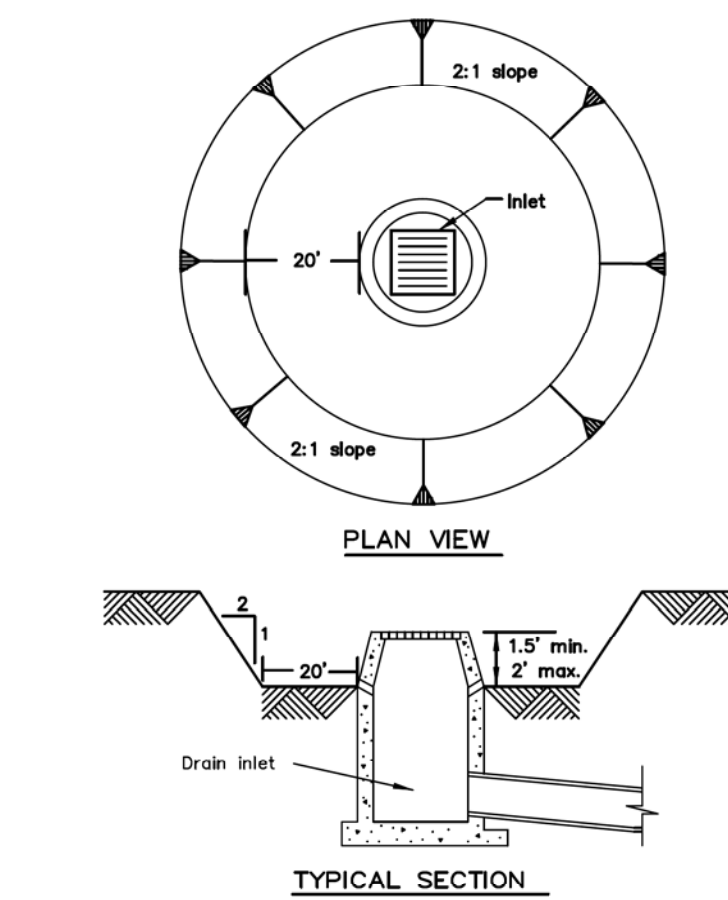
The technical drawings include:

- PLAN (EXCAVATED):** A top-down view of a rectangular excavation. It shows a central area labeled 'ENTRANCE SIDE OF WASHOUT FACILITY' and 'ENTRANCE BERM'. The perimeter is lined with 'GRAVEL-FILLED BAGS' and 'PLASTIC LINER OVER BERM'. Dimensions include '11' for the width of the excavation and '11' for the width of the berm. A 'TOP OF CUT' line is indicated.
- SECTION A-A:** A cross-section view showing the 'ENTRANCE SIDE OF WASHOUT FACILITY' and 'ENTRANCE BERM'. It details the 'PLASTIC LINER OVER BERM' and 'GRAVEL-FILLED BAGS'. Dimensions include '11' for the width of the excavation and '11' for the width of the berm. A 'TOP OF CUT' line is indicated.
- SECTION B-B:** A cross-section view showing the 'ENTRANCE SIDE OF WASHOUT FACILITY' and 'ENTRANCE BERM'. It details the 'PLASTIC LINER OVER BERM' and 'GRAVEL-FILLED BAGS'. Dimensions include '11' for the width of the excavation and '11' for the width of the berm. A 'TOP OF CUT' line is indicated.

LETTERS A MINIMUM OF 5" IN HEIGHT

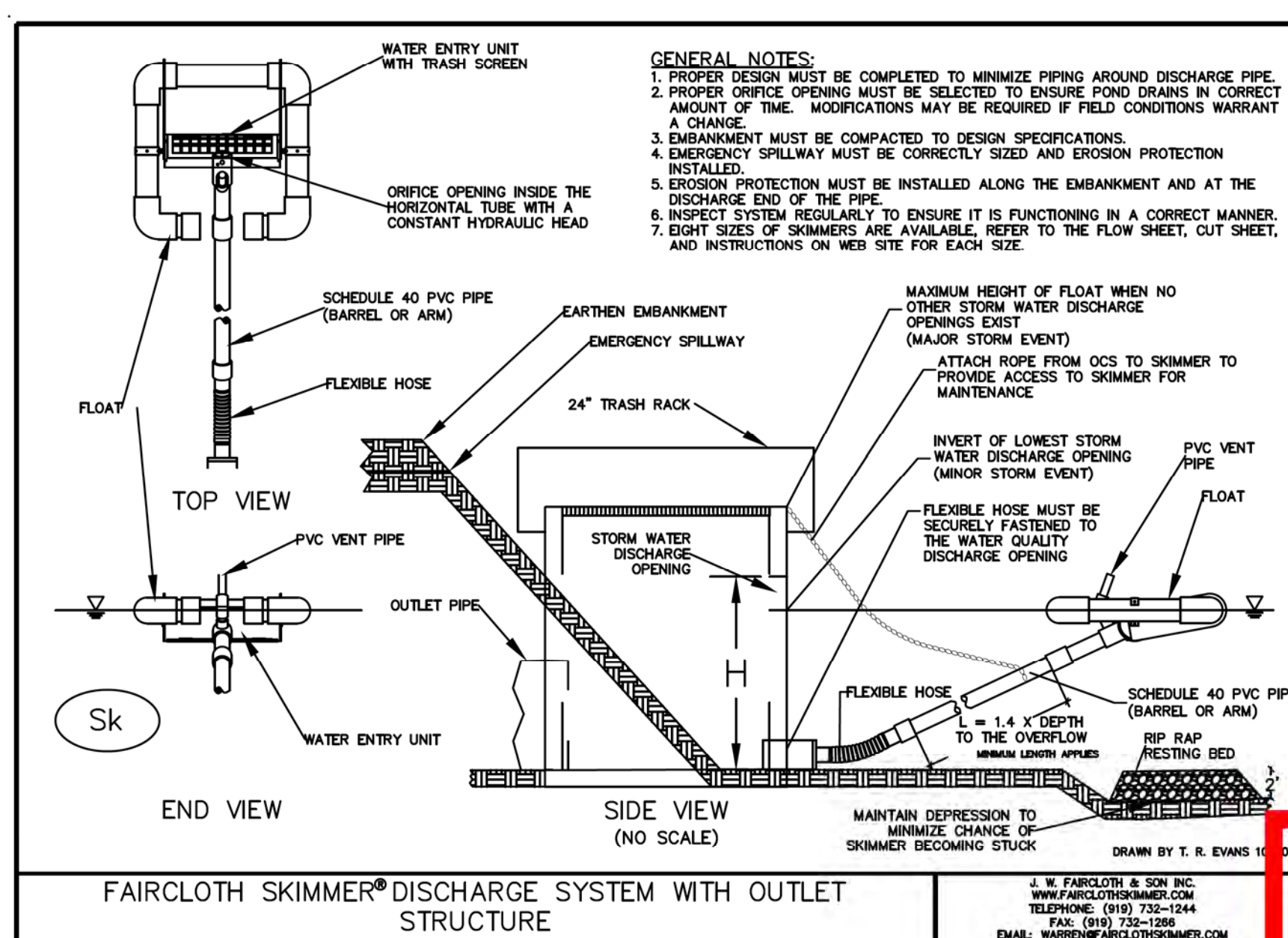
CONCRETE WASHOUT SIGN DETAIL

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. INSTALL CONCRETE WASHOUT SIGN (24"x24", MINIMUM) WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
4. CLEAN OUT CONCRETE WASHOUT AREA WHEN SOX FULL.
5. THE KEY TO FUNCTIONAL CONCRETE WASHOUTS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR CLEAN OUT.
6. SILT FENCE SHALL BE INSTALLED AROUND PERIMETER OF CONCRETE WASHOUT AREA EXCEPT FOR THE SIDE UTILIZED FOR ACCESSING THE WASHOUT.
7. A ROCK CONSTRUCTION ENTRANCE MAY BE NECESSARY ALONG ONE SIDE OF THE WASHOUT TO PROVIDE VEHICLE ACCESS.



- NOTES:
1. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
 2. THE SEDIMENT TRAP SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE CONSTRUCTED DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
 3. ALL CUT SLOPES SHALL BE 2:1 OR FLATTER.
 4. THE SEDIMENT TRAP SHOULD BE NO LESS THAN 1.5 FT (0.3 M) NOR MORE THAN 2.0 FT (0.6 M) DEEP MEASURED FROM THE TOP OF THE INLET STRUCTURE. SIDE SLOPES SHOULD NOT BE STEEPER THAN 2:1.

Sd2-E EXCAVATED INLET SEDIMENT TRAP
N.T.S. WITH SILT SAVER E-011-



FLOATING SURFACE SKIMMER:

1. POND SIZE:
TOP= 21739 SQ FT
BOTTOM= 10199 SQ FT
DEPTH= 5'
VOLUME: 109,119 CF (4,044 CY)

2. TIME TO DRAIN (HRS): 48 HRS

3. SKIMMER DIMENSIONS:
ORIFICE Ø= 5.9"
HEAD SIZE= 8.0"

4. MANUFACTURER'S NAME:
J.W. FAIRCLOTH & SON INC.



Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer



EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST

STAND ALONE CONSTRUCTION PROJECTS

SWCD: West Georgia

Address: L.L. 190 6th District

Project Name: J & M Tank Lines

Local Issuing Authority: City of Villa Rica, Carroll Co. **Date on Plans:** March 12, 2024

Name & Email of person filling out checklist: Drew Warren - Dwarren@rcrengineering.com

Plan Included

Page #	Y/N
EC7	Y
EC1-7	Y
	N/A

TO BE SHOWN ON E&SPC PLAN

- 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 E&SPC Plan or the Plan will not be reviewed.)
- 2 Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and Level II number must be on each sheet pertaining to E&SPC 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 BMPs listed in Appendix 1 of this checklist and the GAEPD approval letter. ^a
(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 E&SPC Plan as stated on **Part IV page 19** of the permit.
- 13 Design professional's certification statement and signature that the permittee's E&SPC 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 E&SPC Plan is to inspect the installation of initial sediment storage requirements and perimeter control BMPs within 7 days after installation."
in accordance with **Part IV.A.5 page 23** of the permit. ^a
- 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 vested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Delineation 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 E&SPC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." ^a

EC1	Y
EC2	Y

EC2	Y	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."
EC1	Y	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."
EC1	Y	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."
EC1	Y	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."
	N/A	22 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix I listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *
	N/A	23 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in Item 22 above) at least six months prior to submittal of NOI, the ES&P Action Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *
EC2	Y	24 BMPs for concrete washdown of trucks, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *
EC1-2	Y	25 Provide BMPs for the remediation of all petroleum spills and leaks.
EC1	Y	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. *
EC1	Y	27 Description of practices to provide cover for building materials and building products on site. *
EC1	Y	28 Description of the practices that will be used to reduce the pollutants in storm water discharges. *
EC1	Y	29 Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).
EC1	Y	30 Provide complete requirements of Inspections and record keeping by the primary permittee. *
EC1	Y	31 Provide complete requirements of Sampling Frequency and Reporting of sampling results. *
EC1	Y	32 Provide complete details for Retention of Records as per Part I.V.F. of the permit. *
EC1	Y	33 Description of analytical methods to be used to collect and analyze the samples from each location. *
EC1	Y	34 Appendix B rationale for NTU values at all outfall sampling points where applicable. *
EC1	Y	35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged. *
EC1	Y	36 A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *

EC3-5	Y	37	Graphic scale and North arrow.						
EC3-5	Y	38	Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:						
			<table> <tr> <th>Map Scale</th><th>Ground Slope</th><th>Contour Intervals, ft.</th></tr> <tr> <td>1 inch = 100ft or larger scale</td><td>Flat 0 - 2% Rolling 2 - 8% Sleep 8% +</td><td>0.5 or 1 1 or 2 2.5 or 10</td></tr> </table>	Map Scale	Ground Slope	Contour Intervals, ft.	1 inch = 100ft or larger scale	Flat 0 - 2% Rolling 2 - 8% Sleep 8% +	0.5 or 1 1 or 2 2.5 or 10
Map Scale	Ground Slope	Contour Intervals, ft.							
1 inch = 100ft or larger scale	Flat 0 - 2% Rolling 2 - 8% Sleep 8% +	0.5 or 1 1 or 2 2.5 or 10							
EC1	Y	39	Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by GAEPD or the Georgia So and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswc.org/georgia .						
EC1	Y	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. *						
EC1	Y	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.						
EC1	Y	42	Delineation of on-site wetlands and all state waters located on and within 200 feet of the project site.						
EC1	Y	43	Delineation and acreage of contributing drainage basins on the project site.						
EC3-4	Y	44	Provide hydrology study and maps of drainage basins for both the pre- and post-developed conditions. *						
EC1	Y	45	An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.						
EC1	Y	46	Storm-drain pipe and wet velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.						
EC3	Y	47	Soil series for the project site and their delineation.						
EC1	Y	48	The limits of disturbance for each phase of construction.						
EC1	Y	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 main 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 main 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 BMPs 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.						
EC6	Y	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.						
EC6	Y	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.						
EC6	Y	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

PREPARED BY:

HRC

HUGHES-RAY COMPANY, INC.
ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134

p 770.942.0196
f 770.942.0152

www.HughesRay.com

No.	DATE:	REVISION
1	5/15/24	CITY OF VILLA RICA COMMENTS

ES&PC CHECKLIST
OF
J&M TANK LINES

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

Certification # 0000088467	
DATE:	3/12/24
DRAWN BY:	JFM
CHECKED BY:	JJT
JOB#: H23254	
EC7	

No.	DATE:	REVISION	CITY OF VILLA RICA COMMENTS
1	5/15/24		

OVERALL SITE PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242
DEVELOPER:
SAME AS ABOVE
24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JJT

JOB#: H23254
OVSP

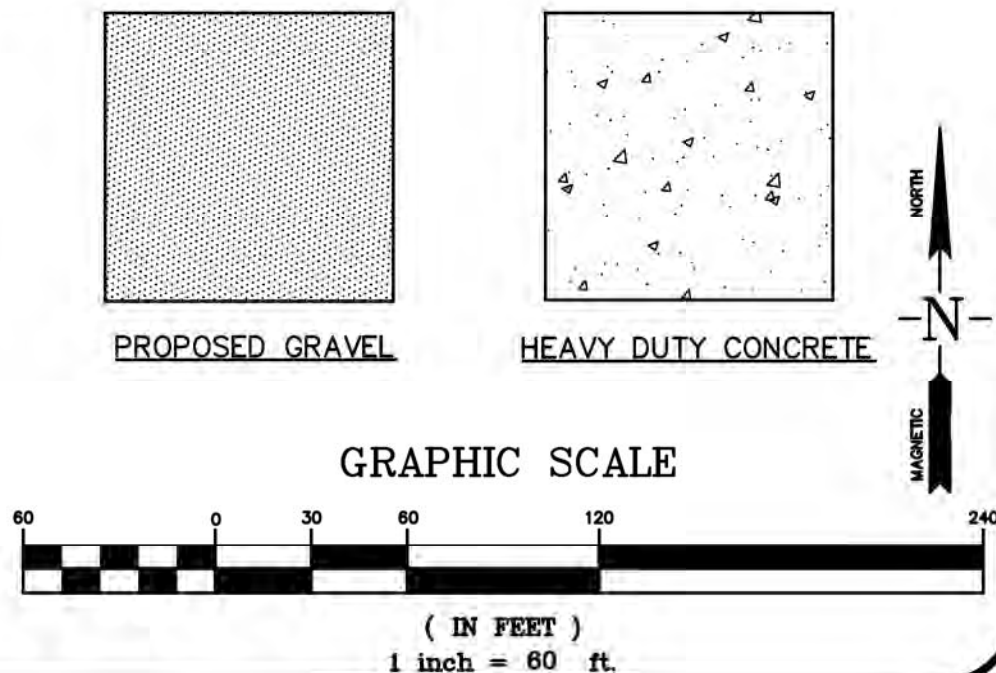
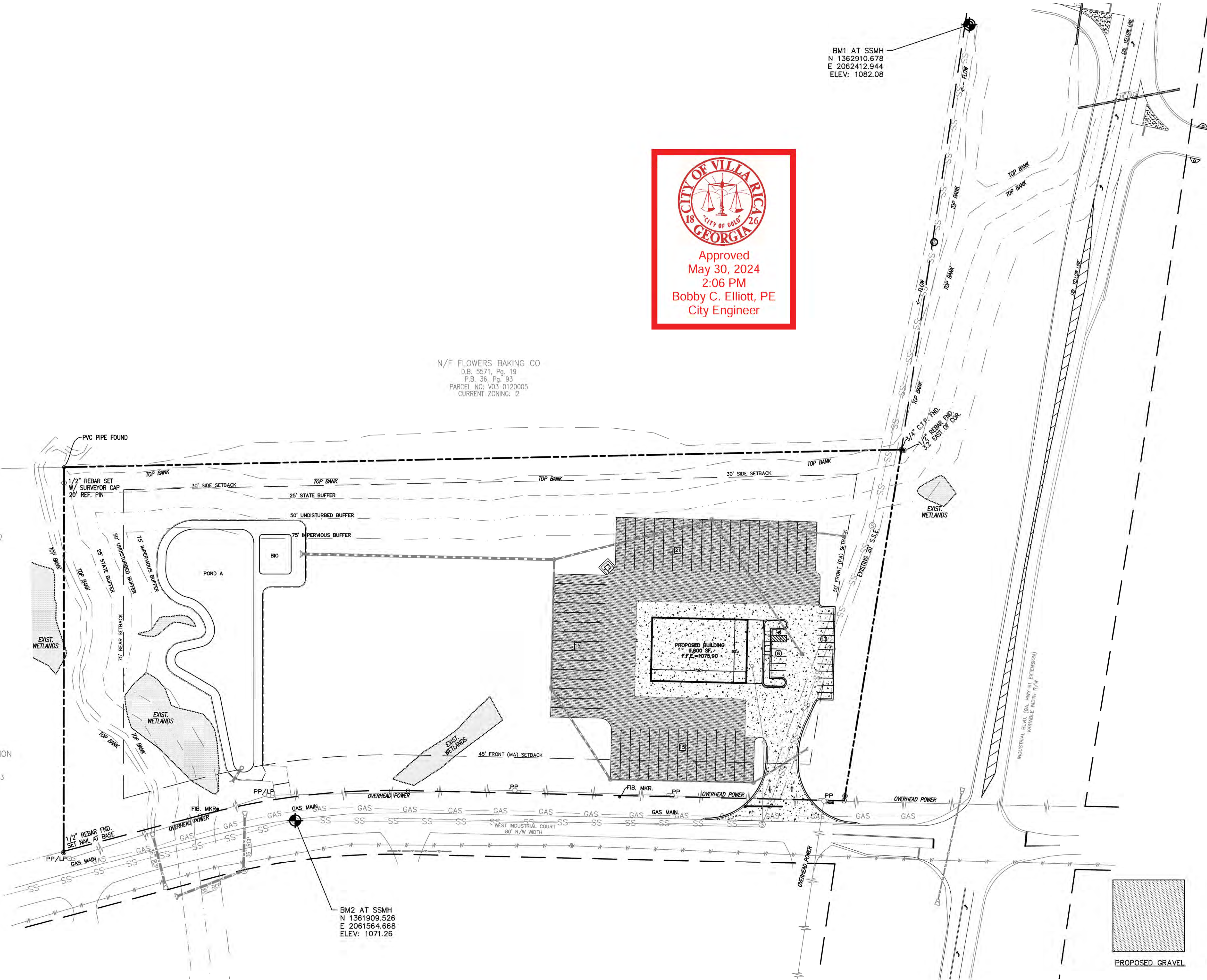

Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2

LEGEND

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- LIGHT POLE
- GAS VALVE
- POWER POLE
- GUY ANCHOR
- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE
- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- PROPERTY LINE
- RIGHT OF WAY
- NOW OR FORMERLY
- BUILDING LINE
- OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- CORRUGATED METAL PIPE
- REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- FENCE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE

LEWIS FIRE PROTECTION
D.B. 5417, Pg. 857
P.B. 29, Pg. 117
PARCEL NO: V03 0100043
CURRENT ZONING: I2

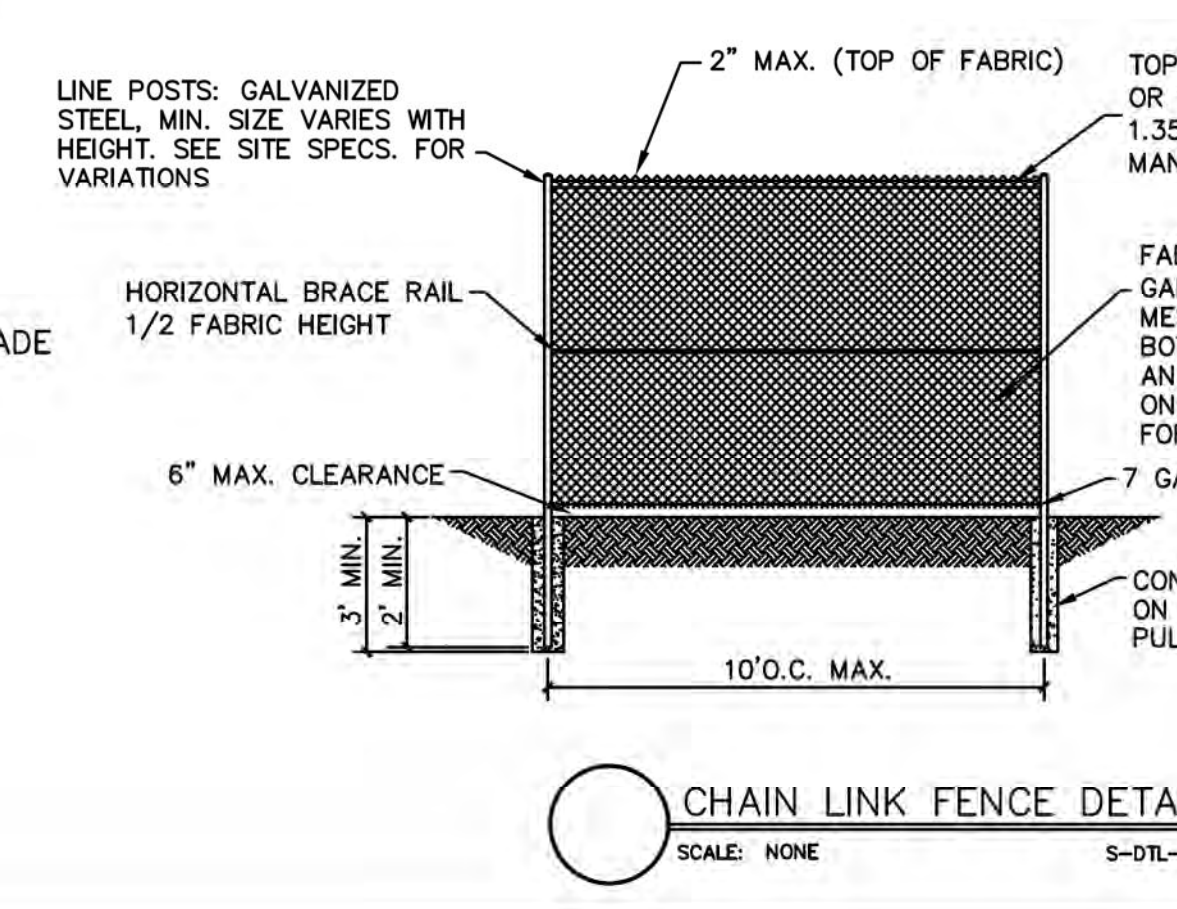
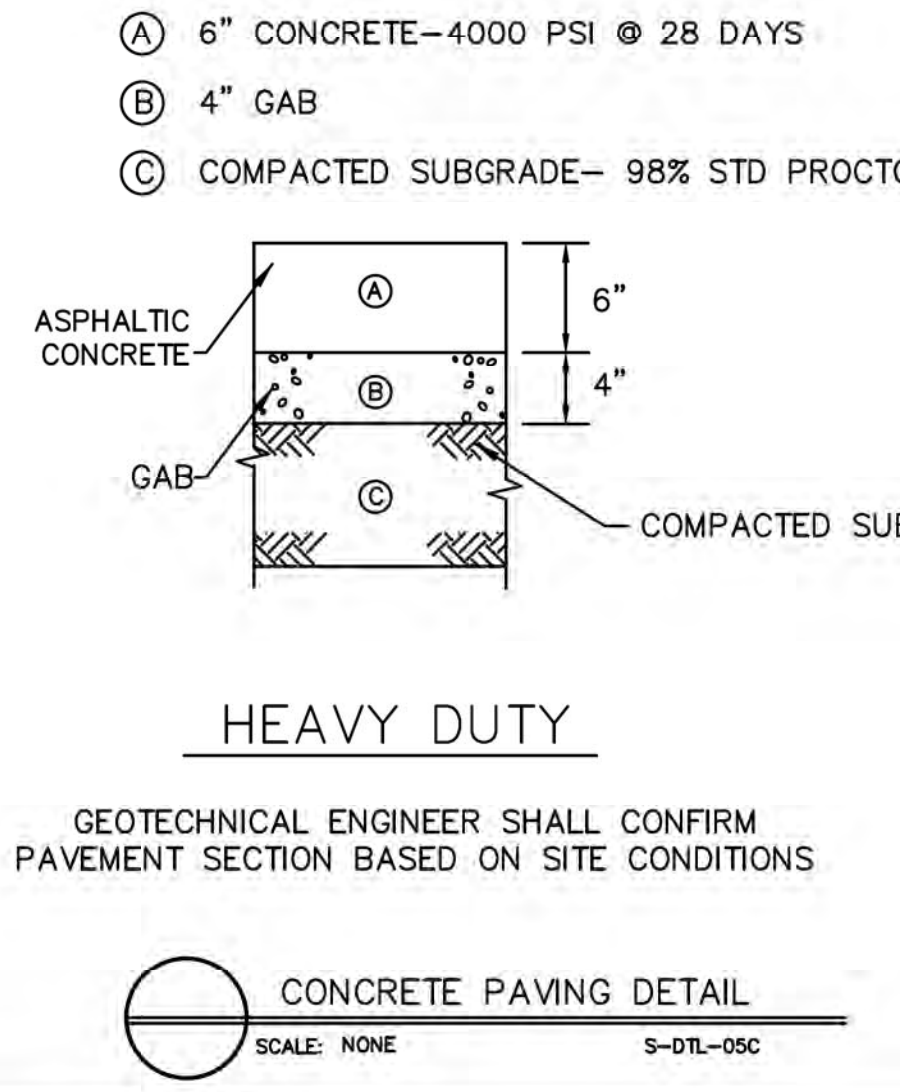
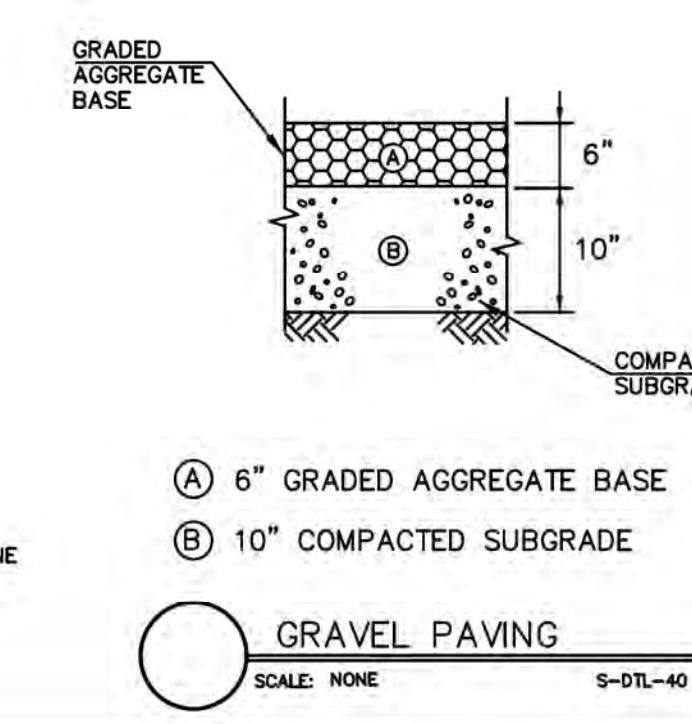
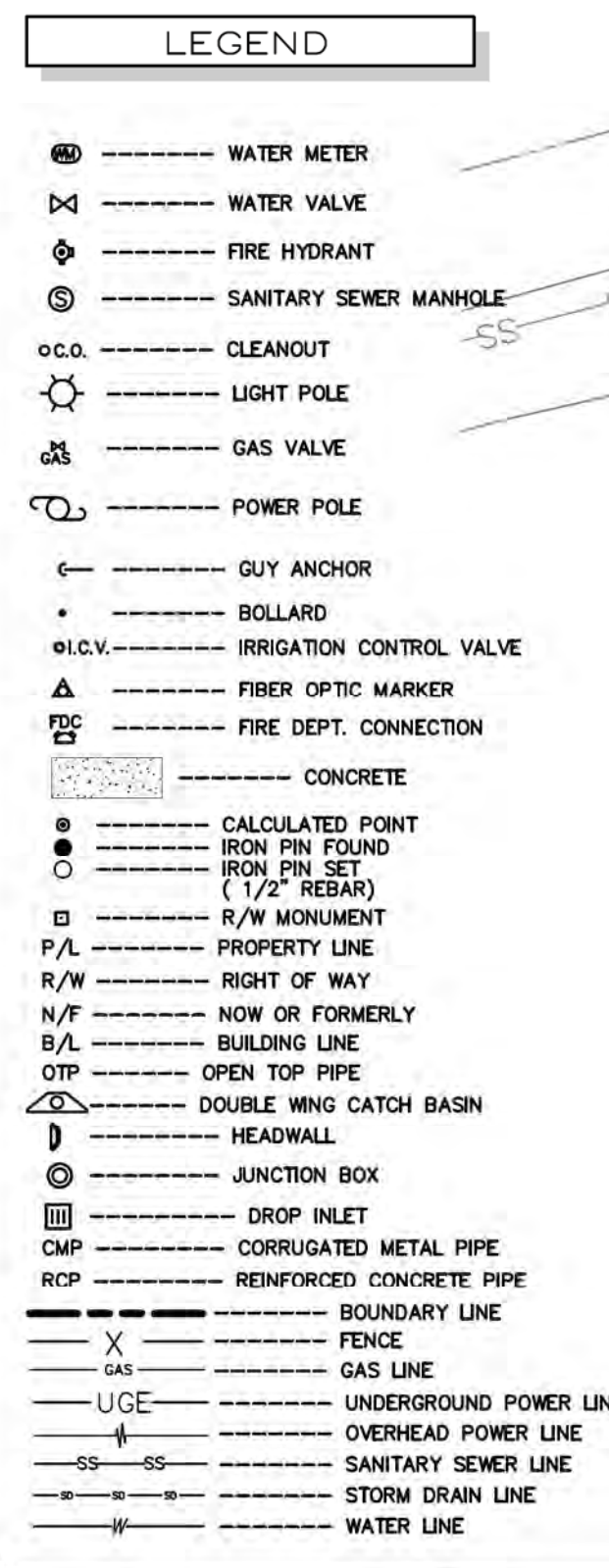




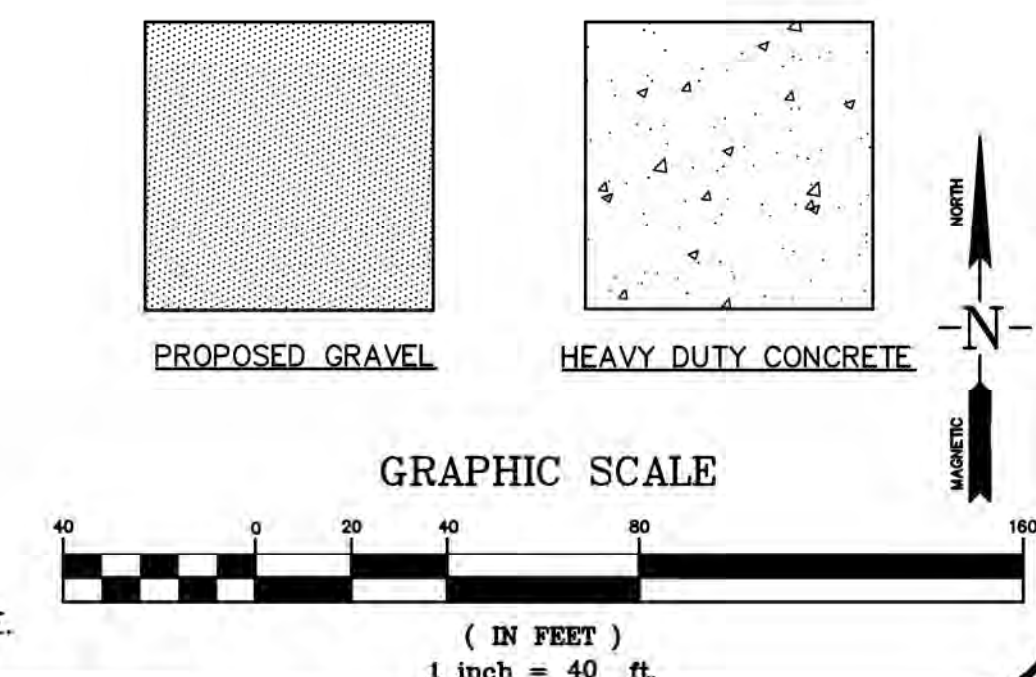
OWNER:
J&M TANK LINES
100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



<u>SIDEWALK FUND PAYMENT CALCULATIONS</u>	
WEST INDUSTRIAL COURT FRONTAGE*	914 LF
INDUSTRIAL BOULEVARD FRONTAGE	448 LF
TOTAL FRONTAGES*	1,362 LF
TOTAL PAYMENT: 1,362 LF * \$30/LF=	\$40,860



REVISION	DATE	REVISION
No.	1	CITY OF VILLA RICA COMMENTS

ENTRANCE SIGHT DISTANCE PLAN AND PROFILE
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

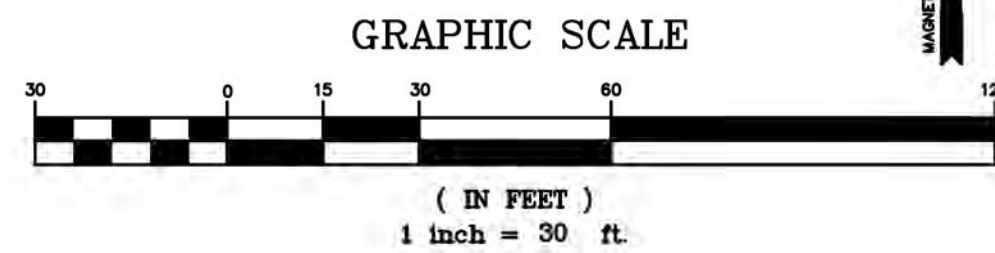
OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242
DEVELOPER:
SAME AS ABOVE
24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JJT
JOB#: H23254
SP2

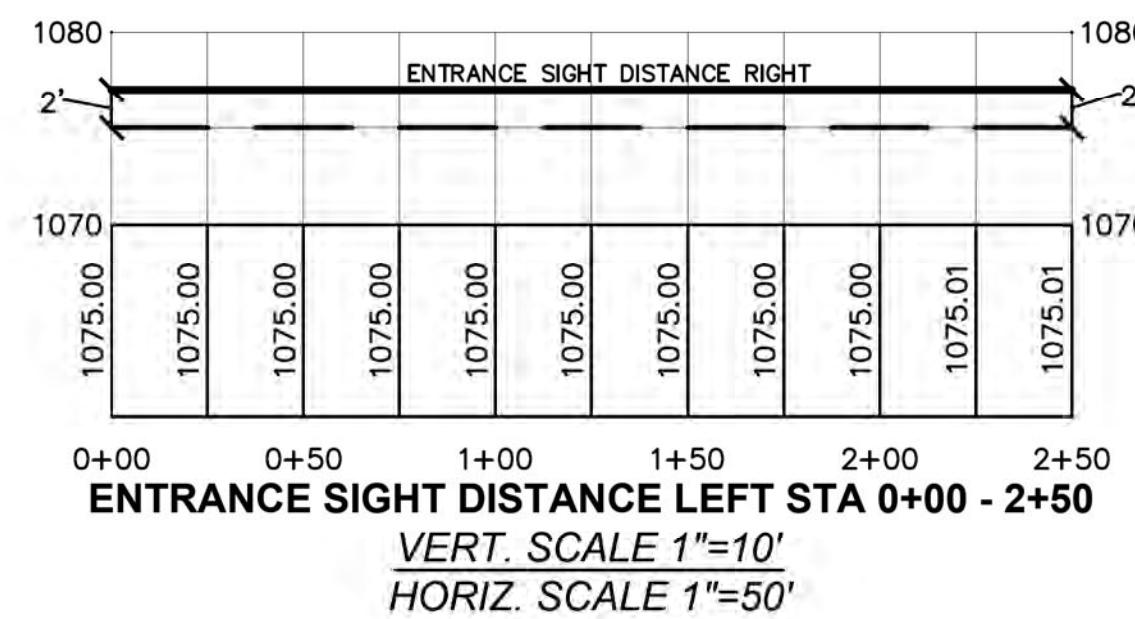
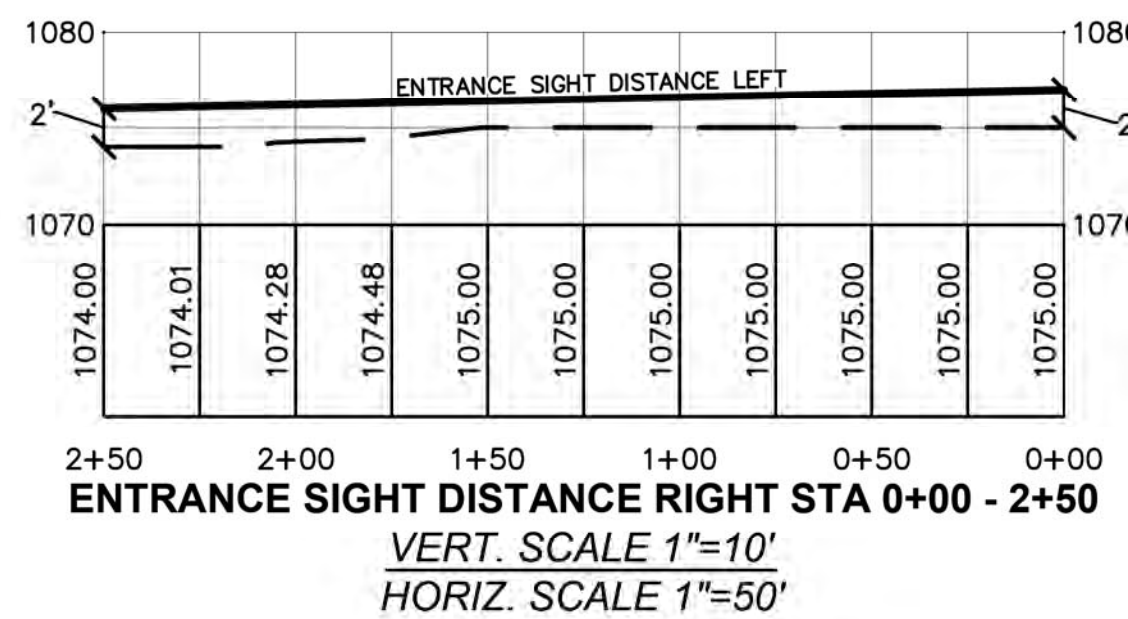


SPEED
LIMIT
35

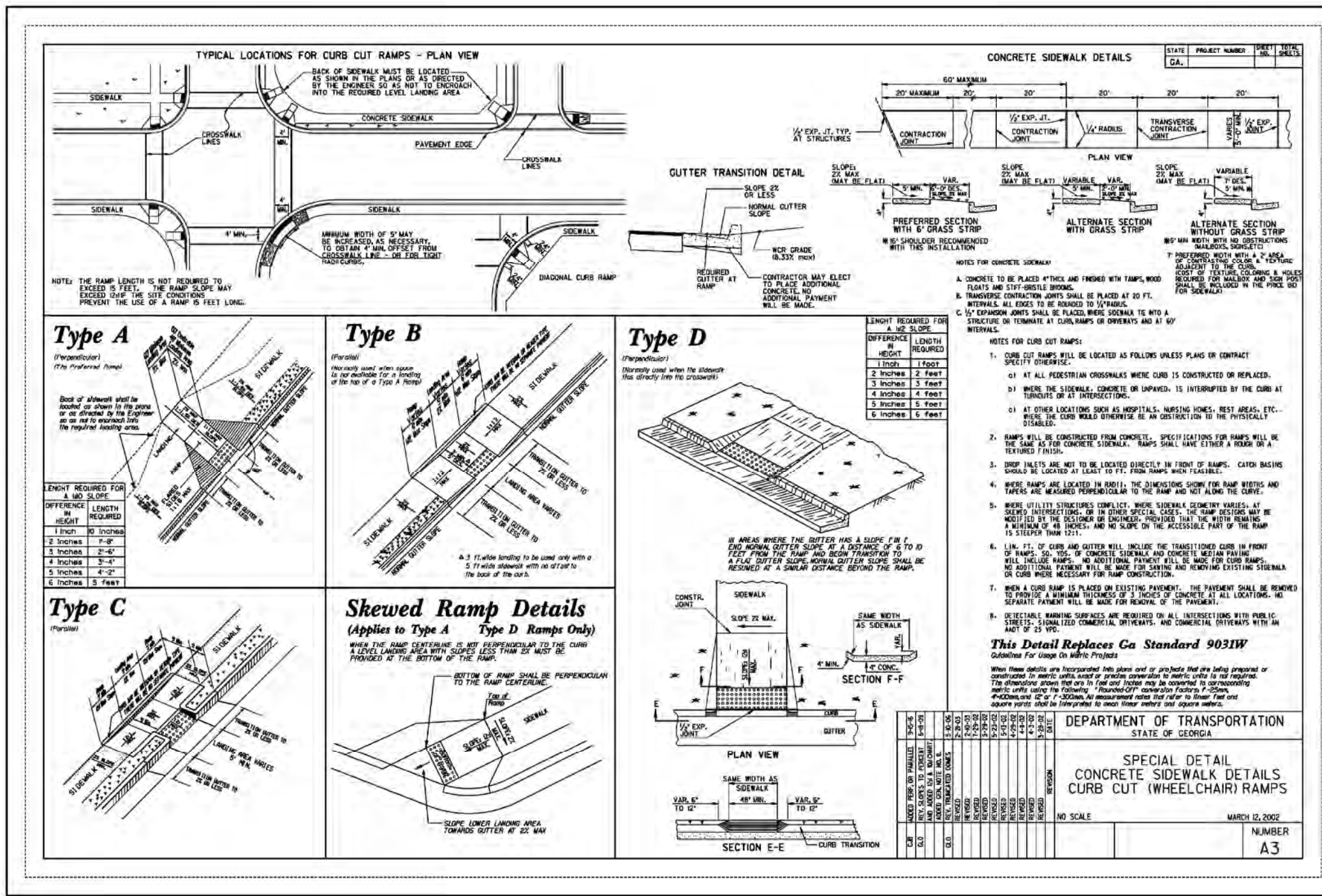
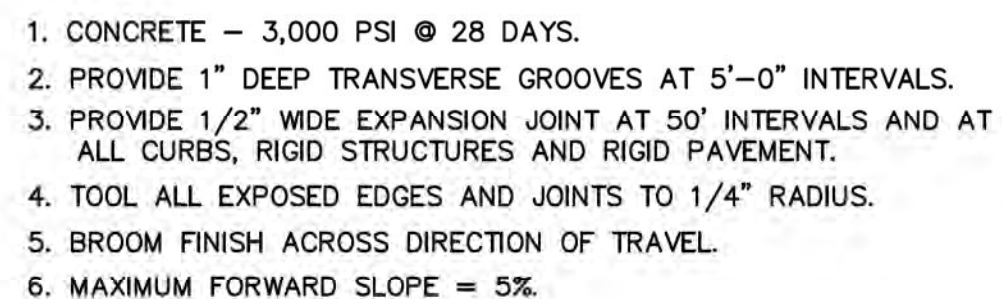
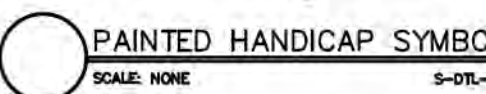


LEGEND

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- LIGHT POLE
- GAS VALVE
- POWER POLE
- GUY ANCHOR
- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE
- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- PROPERTY LINE
- R/W
- RIGHT OF WAY
- N/O
- B/L
- OTF
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- CMP
- RCP
- BOUNDARY LINE
- FENCE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE



CITY OF VILLA RICA
18
"CITY OF SOUL"
26
GEORGIA
Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

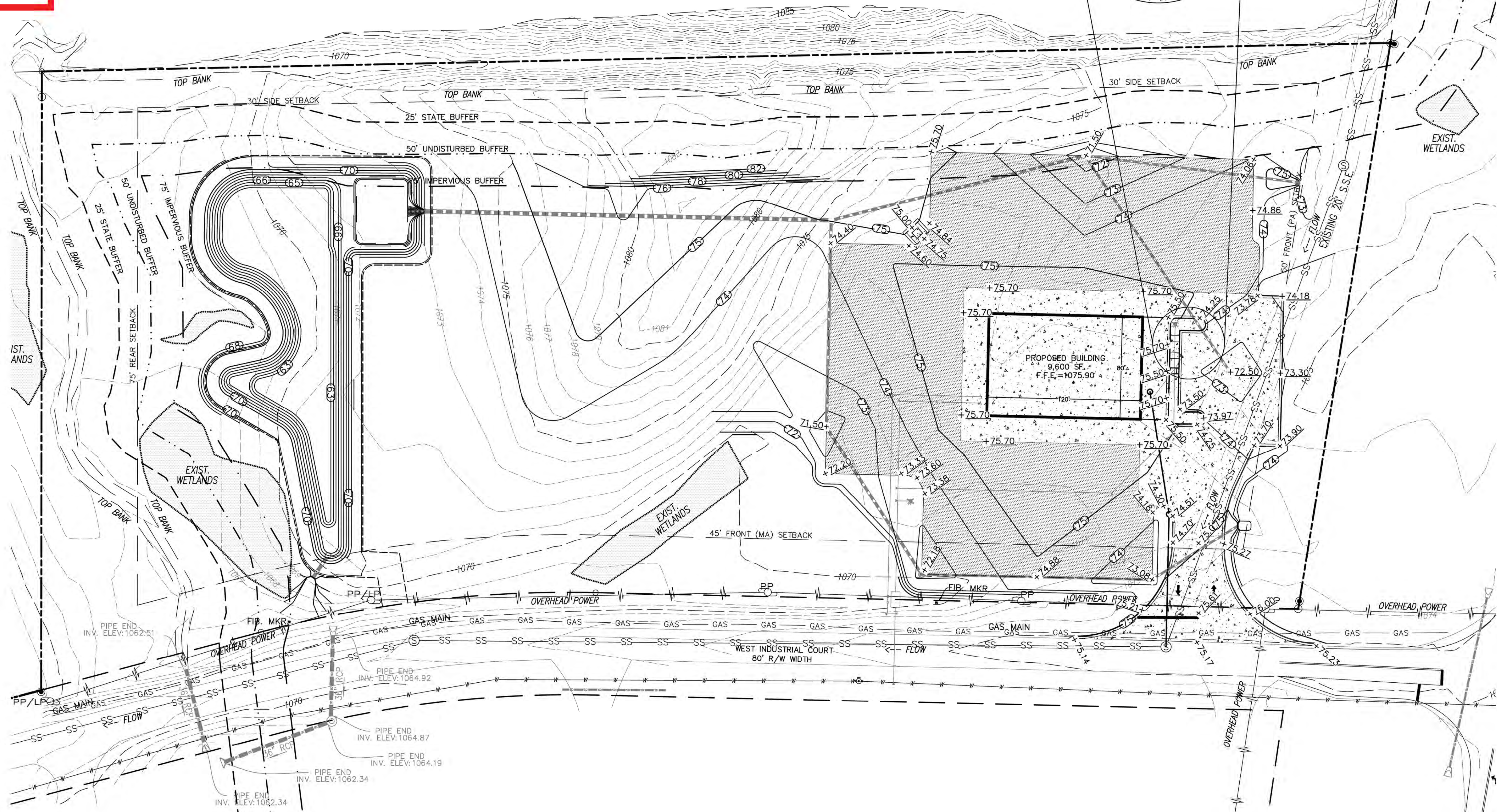
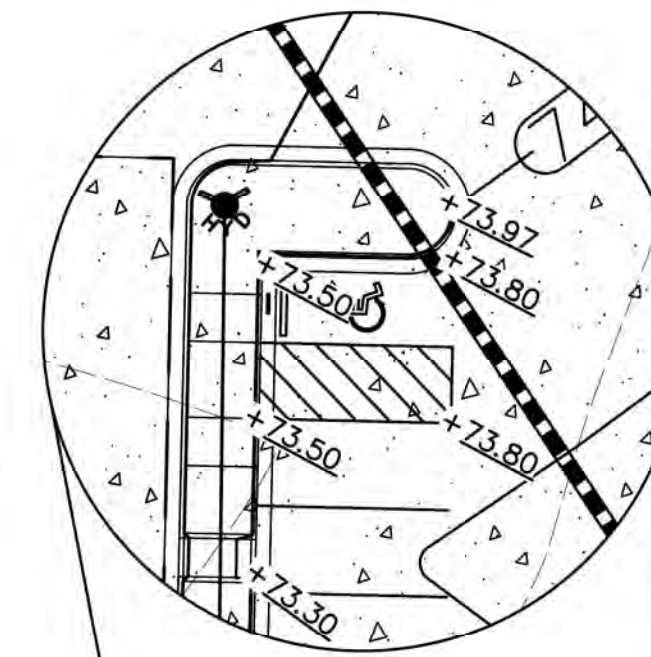




Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

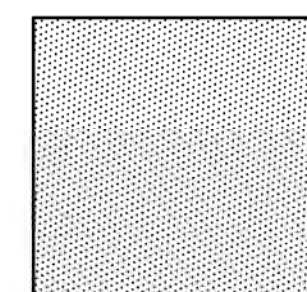
N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2

ADA PARKING ENLARGEMENT GRADING PLAN
SCALE: 1"=20'

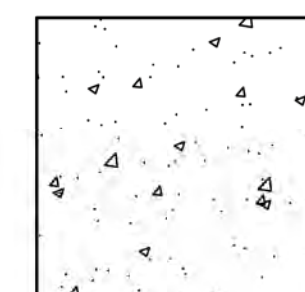


LEGEND

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- LIGHT POLE
- GAS VALVE
- POWER POLE
- GUY ANCHOR
- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE
- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- PROPERTY LINE
- RIGHT OF WAY
- N/F - NOW OR FORMERLY
- B/L - BUILDING LINE
- OTP - OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- CORRUGATED METAL PIPE
- REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- FENCE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE

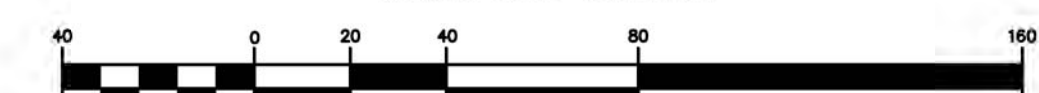


PROPOSED GRAVEL



HEAVY DUTY CONCRETE

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



REVISION	DATE	CITY OF VILLA RICA COMMENTS
1	5/15/24	

GRADING PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JJT

JOB#: H23254

GP1



Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

Planting Media Notes:

- The planting media shall be a USDA textural classification of sandy loam, loamy sand or loam texture with clay content ranging from 10-25% by weight. Typical make-up of planting media shall be:

Item	% by Wt	Test Method
Sand (2.0-0.050 mm)	50-85%	AASHTO T88
Silt (0.050-0.002 mm)	0-50%	AASHTO T88
Clay (< 0.002 mm)	10-25%	AASHTO T88
Organic Matter	1.5-3%	AASHTO T194
- The planting media shall have an infiltration rate of 0.5 inches per hour.
- The planting media shall have a pH ranging between 5.5 and 6.5.
- The planting media shall have a maximum 500 ppm concentration of soluble salts.

BIO-RETENTION AREA A CALCULATION (BIO A):

BIO-RETENTION AREA A REQUIRED RRv = 10,431 CF

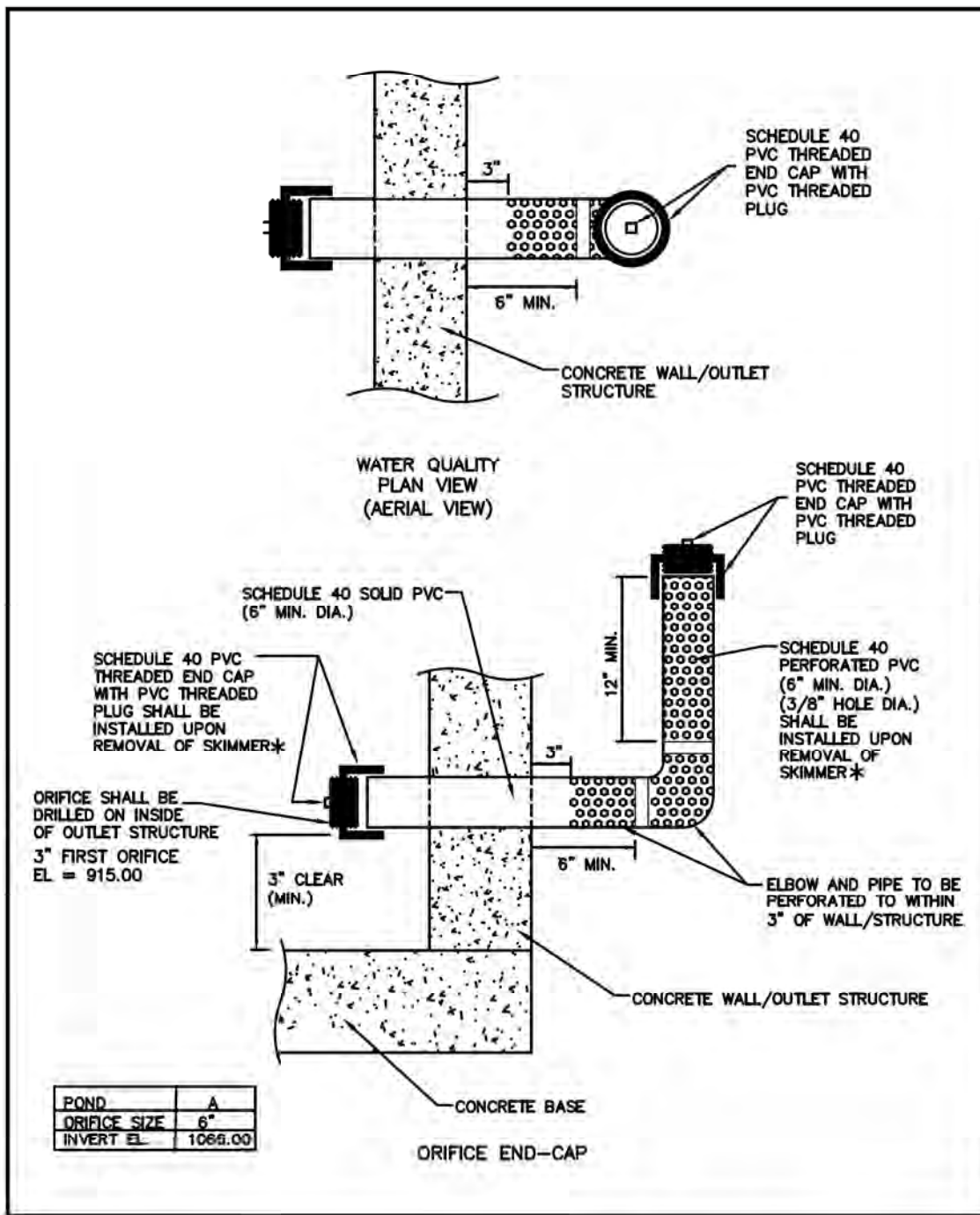
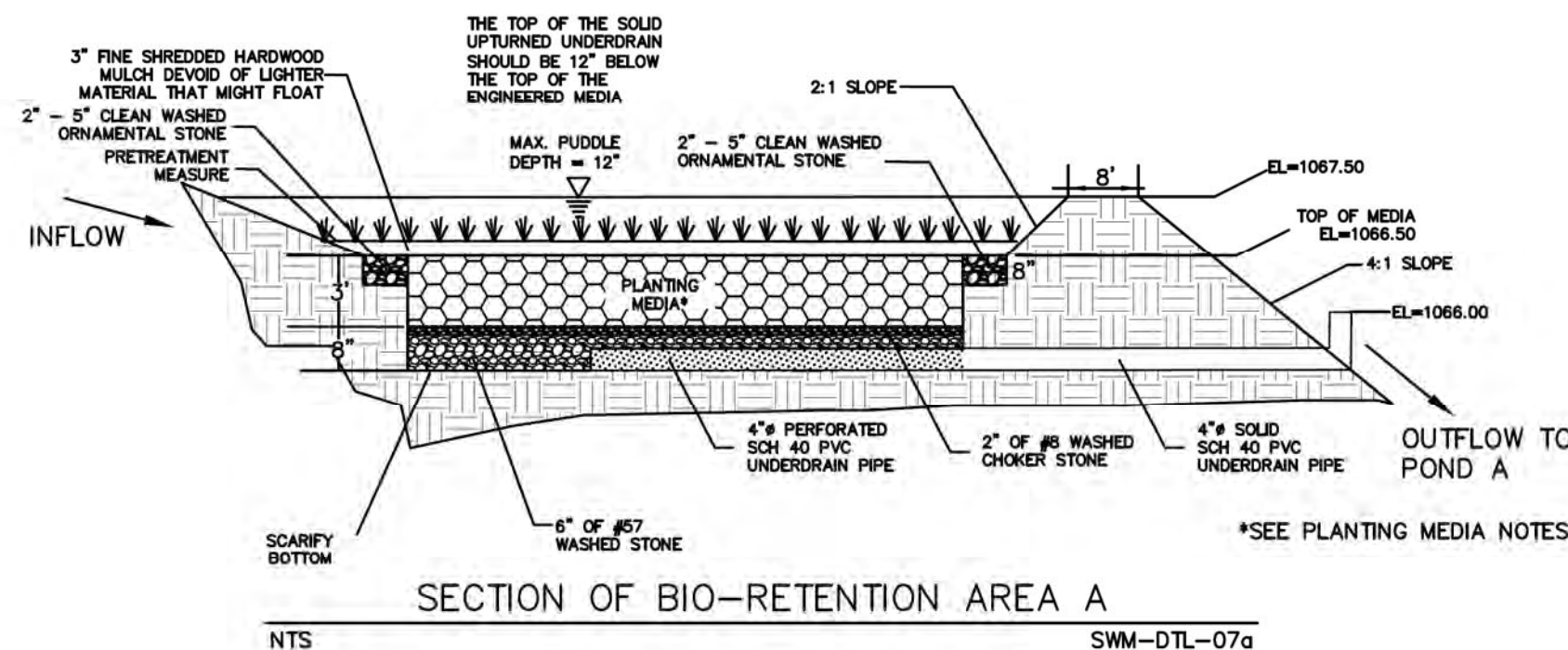
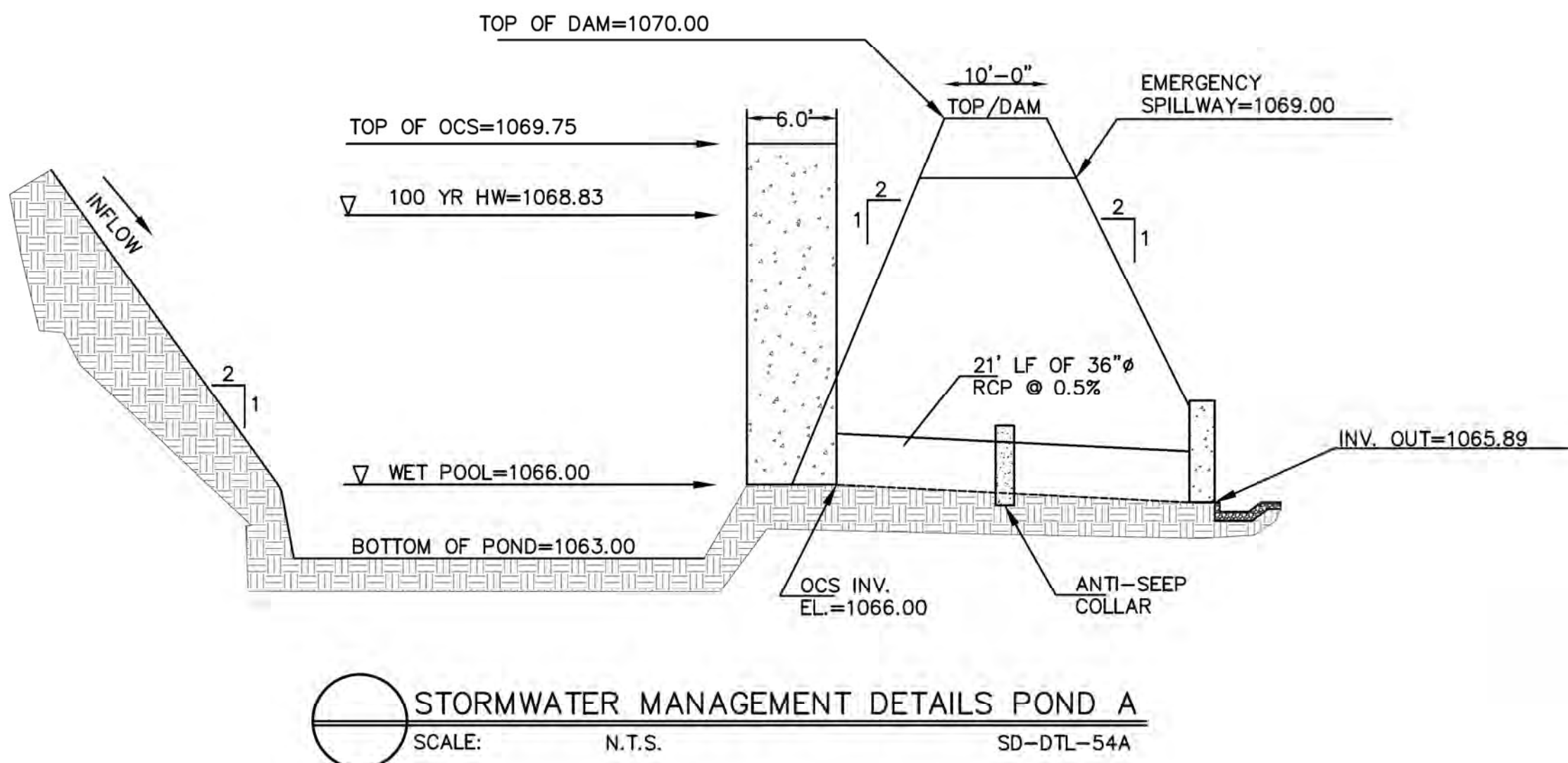
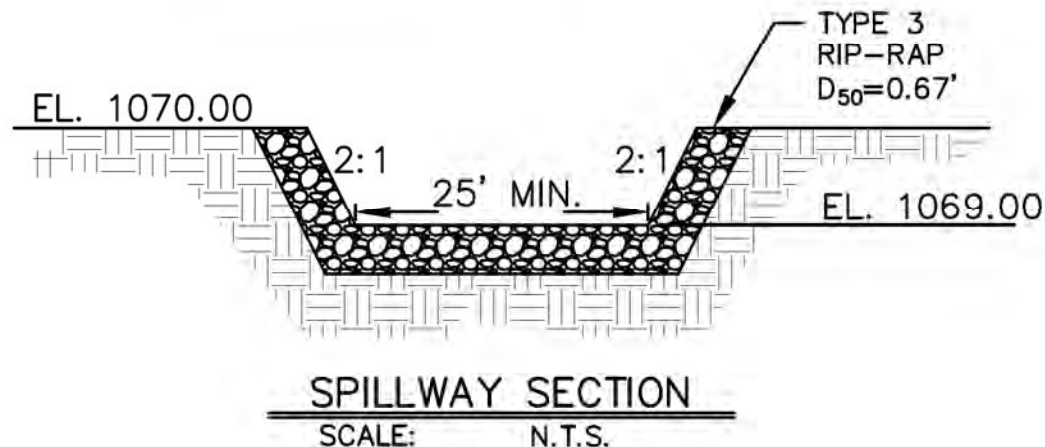
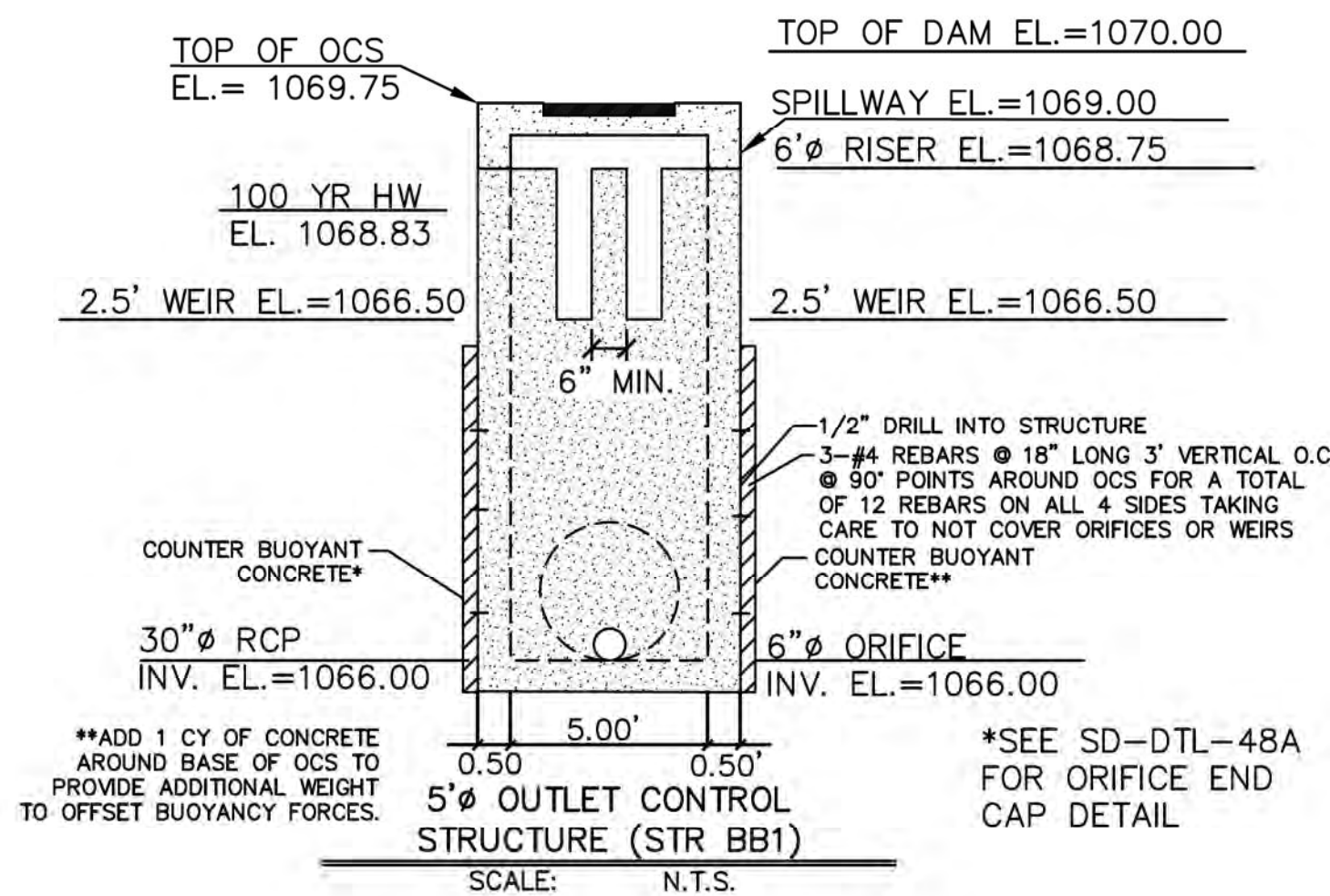
SURFACE AREA X DEPTH X POROSITY = CUBIC FEET IN SOILS = Ves
MAX 1' OF PONDING = Pv

Pv = 2,163 CF

Ves = 2,345 SF X 3.0' = 7,035 CF

TOTAL VOLUME = Pv + Ves X 25% = 2,163 + 7,035 X 25% = 3,922 CF

75% VOLUME = RRv PROVIDED = 75% x 3,922 CF = 2,942 CF



NOTES (TO APPLY TO ALL):

- FILL GAP BETWEEN STRUCTURE & PVC WITH MORTAR OR INSTALL A FERNOCO ADAPTER.
- SIZE ORIFICE AS REQUIRED
- PIPE SIZE SHALL BE SPECIFIED PER TABLE BELOW. PIPE SIZES SHALL BE CONSISTENT FOR EACH END-CAP ASSEMBLY.

OUTLET ORIFICE DIAMETER	PIPE SIZE
<3"	6"
3" TO <5"	8"
5" TO <11"	12"
11" TO <14"	15"
14" TO <17"	18"

GRADING PLAN DETAILS

OF
J&M TANK LINES

L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE: 3/12/24

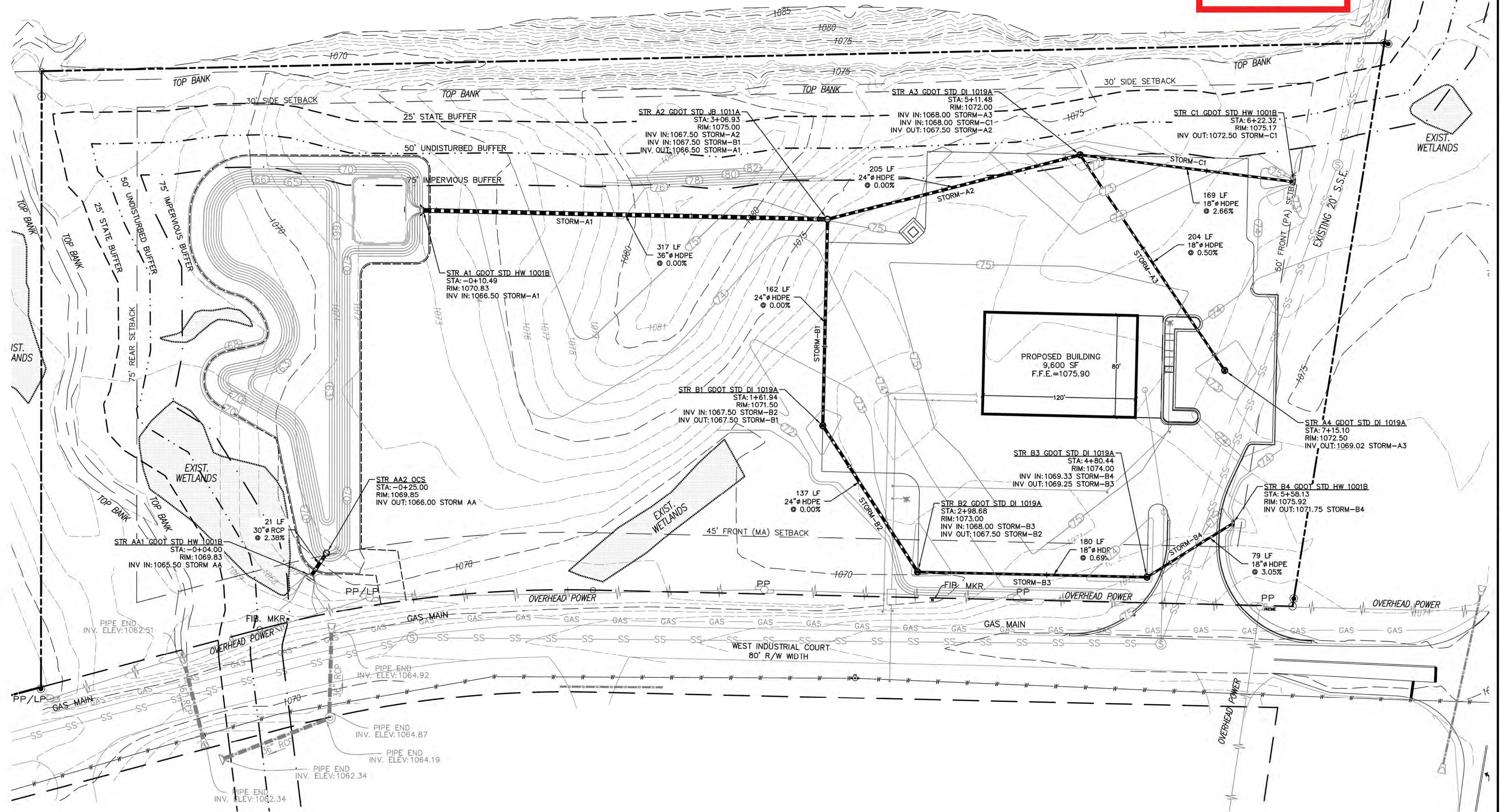
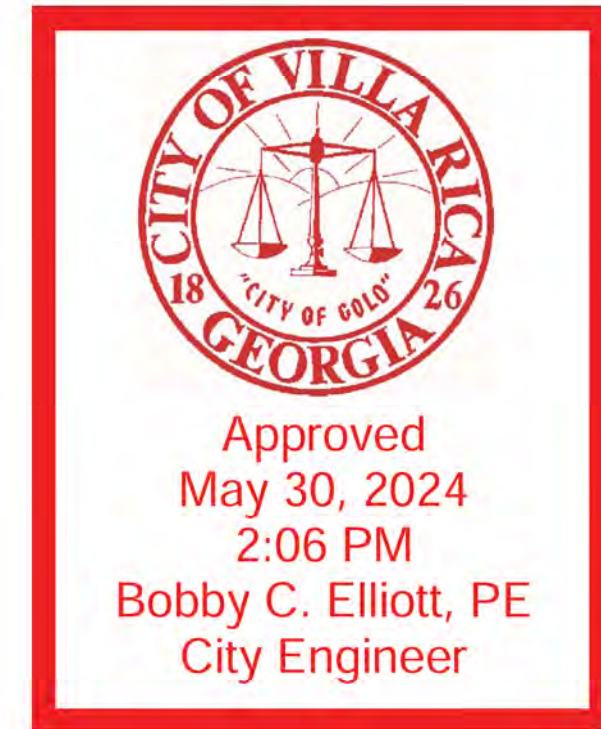
DRAWN BY: JFM

CHECKED BY: JJT

JOB#: H23254

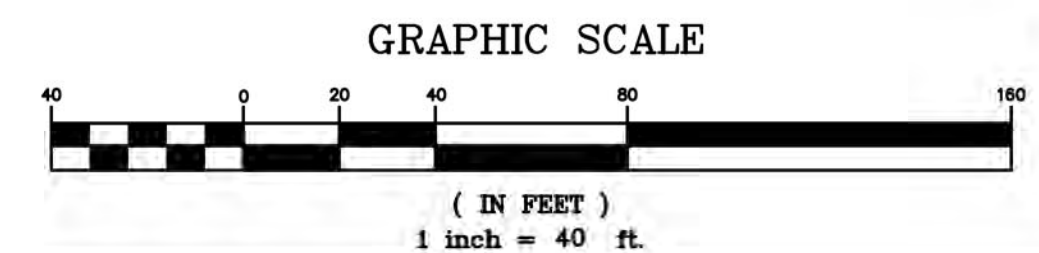
GP2

N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2



LEGEND

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- LIGHT POLE
- GAS VALVE
- POWER POLE
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- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE
- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- PROPERTY LINE
- RIGHT OF WAY
- N/F NOW OR FORMERLY
- B/L BUILDING LINE
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- CORRUGATED METAL PIPE
- REINFORCED CONCRETE PIPE
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- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE



REVISION	DATE	BY	DESCRIPTION
1	5/15/24		CITY OF VILLA RICA COMMENTS

STORM DRAINAGE PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

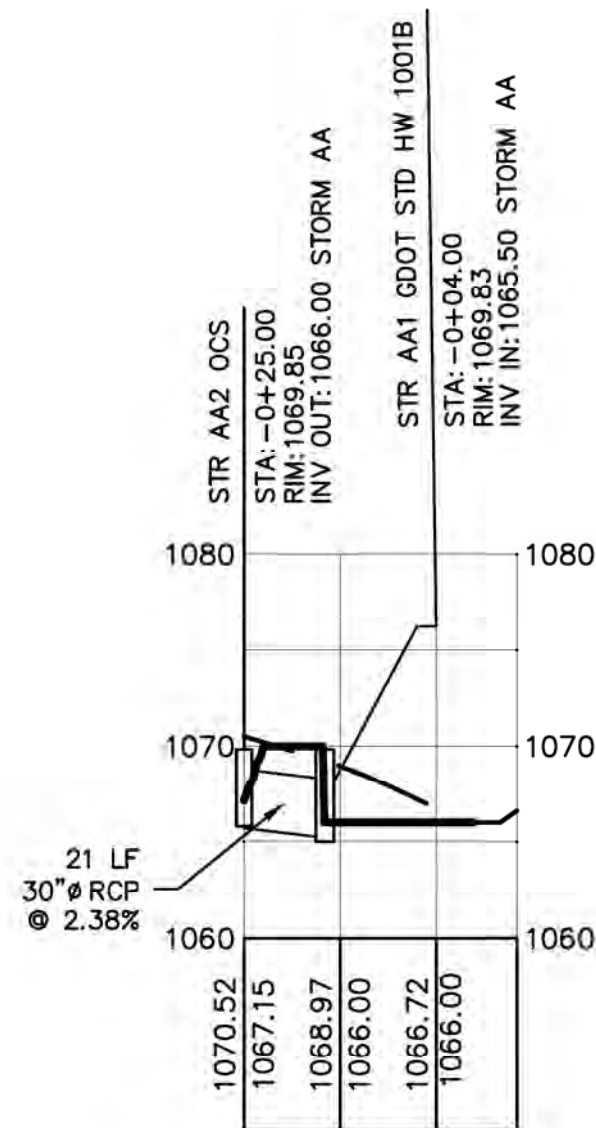
OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

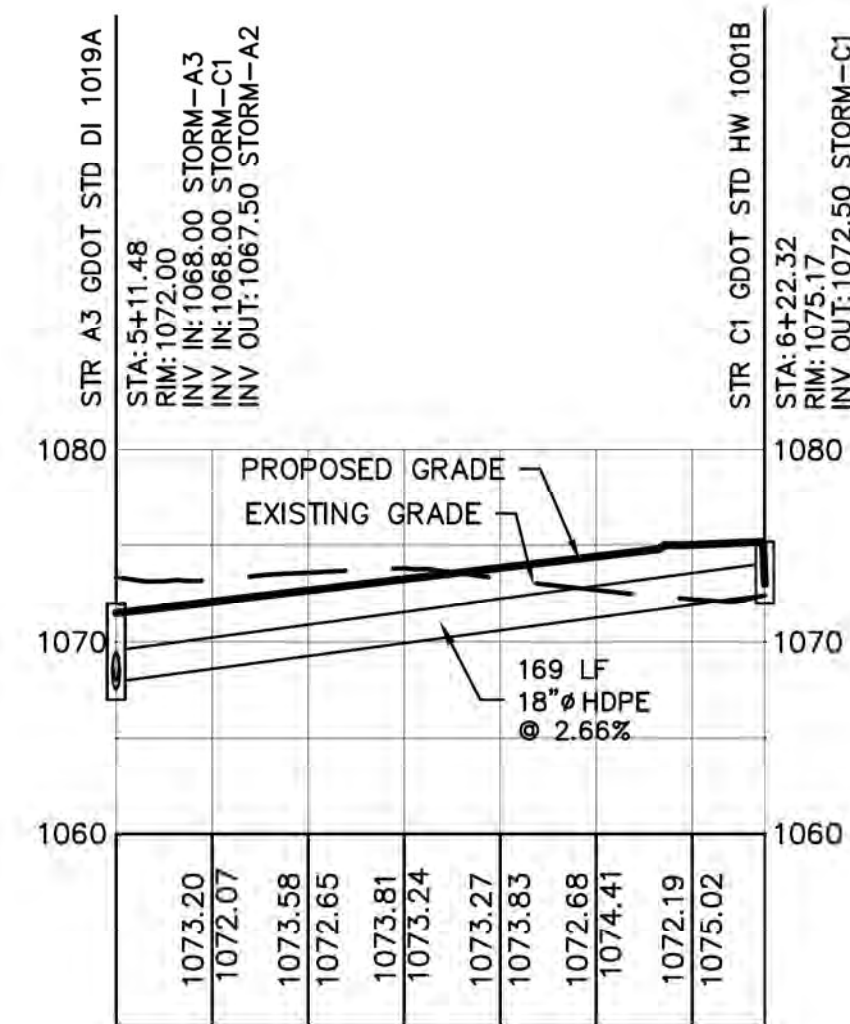
24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



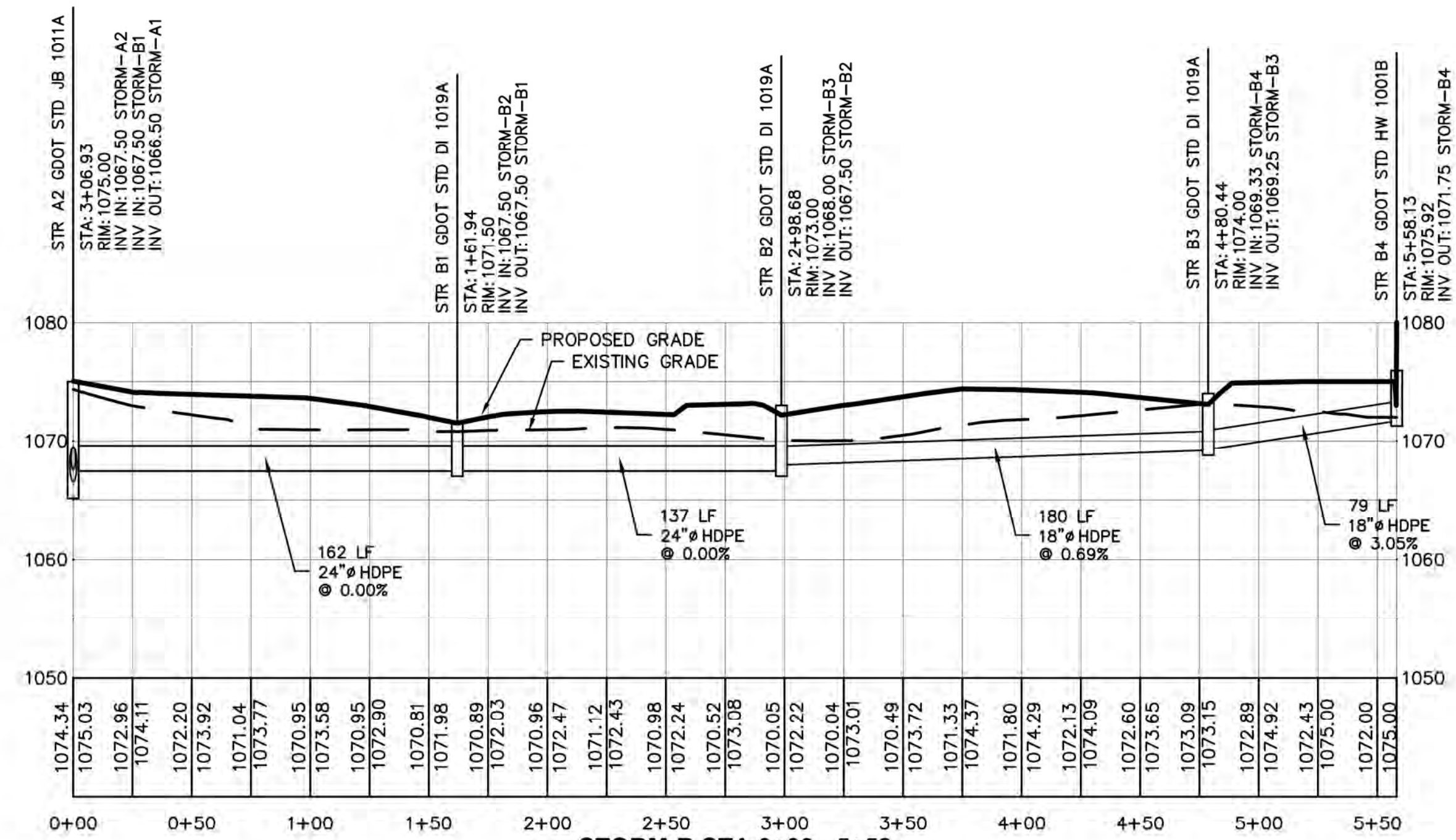
DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JJT
JOB#: H23254
SD1



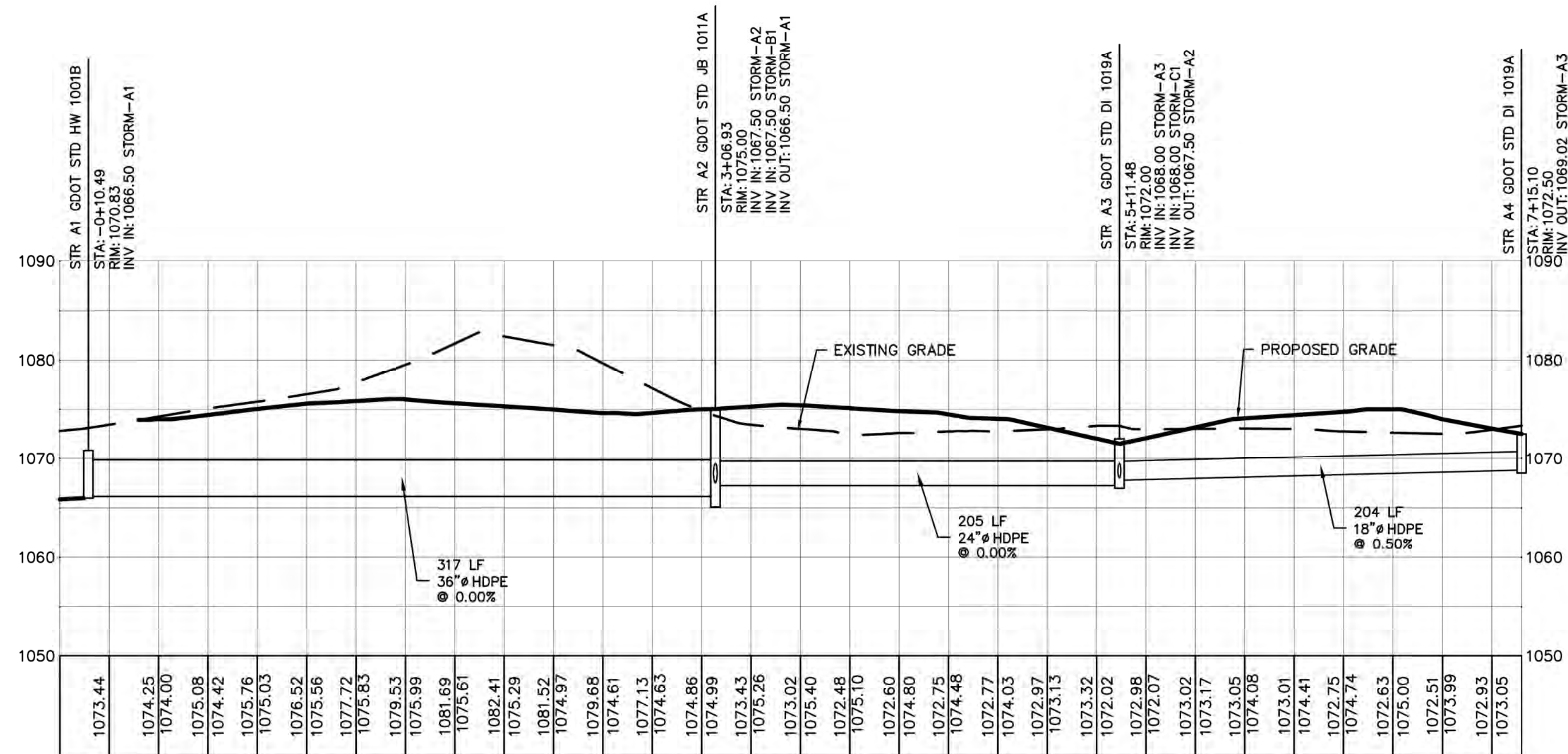
STORM AA STA -0+25 - 0+46
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



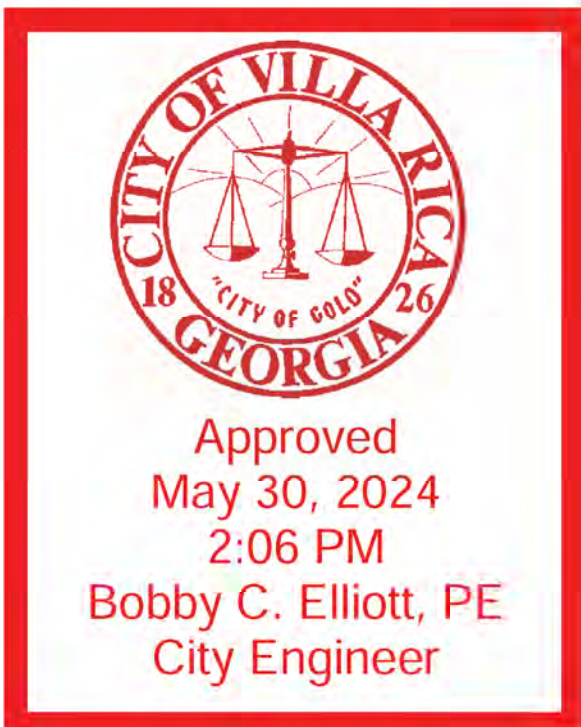
STORM-C STA 0+00 - 1+69
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



STORM-B STA 0+00 - 5+58
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



STORM-A STA -0+25 - 7+15
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



No.	DATE:	REVISION	CITY OF VILLA RICA COMMENTS
1	5/15/24		

STORM DRAINAGE PROFILES
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

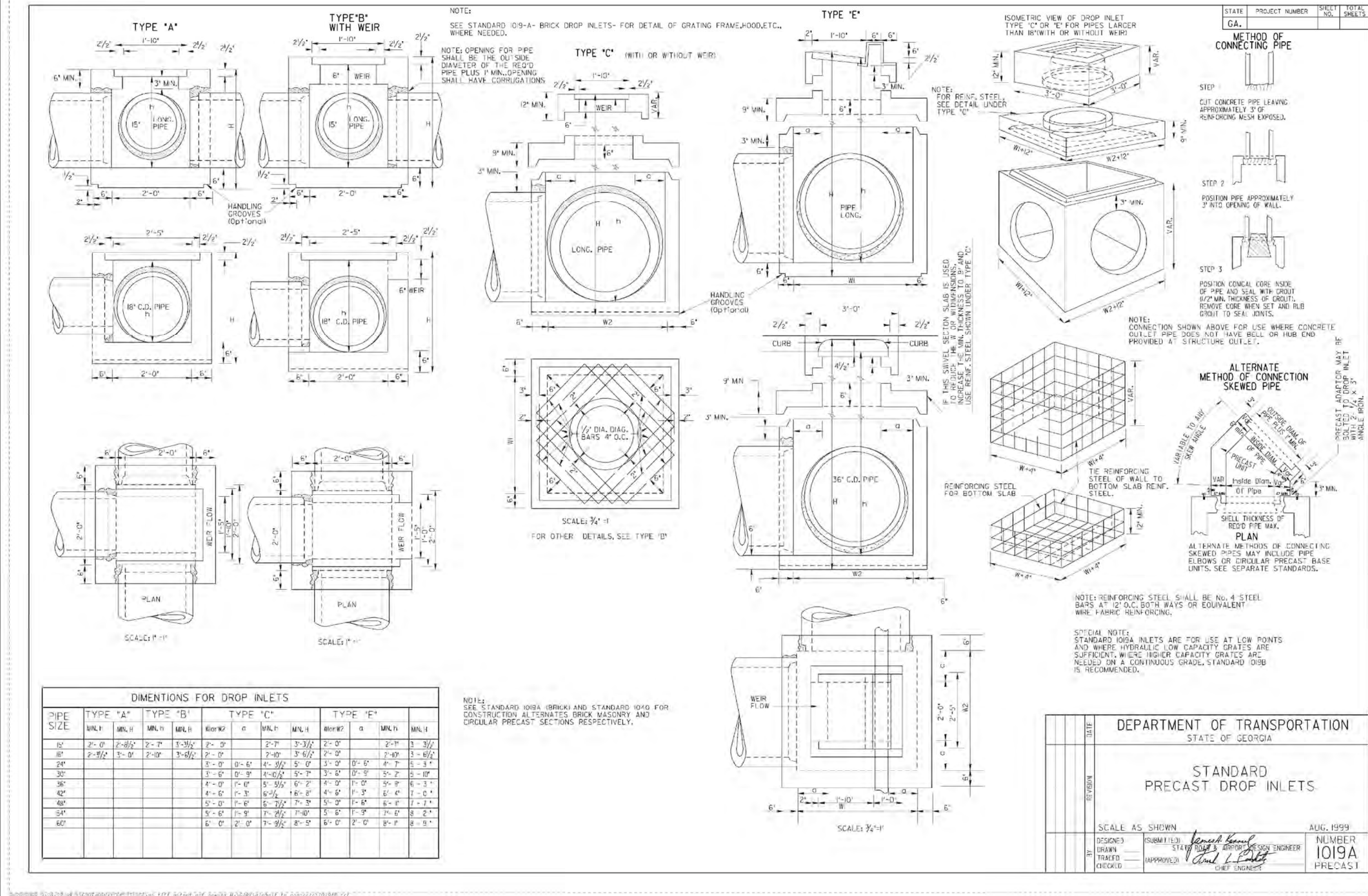


DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JJT

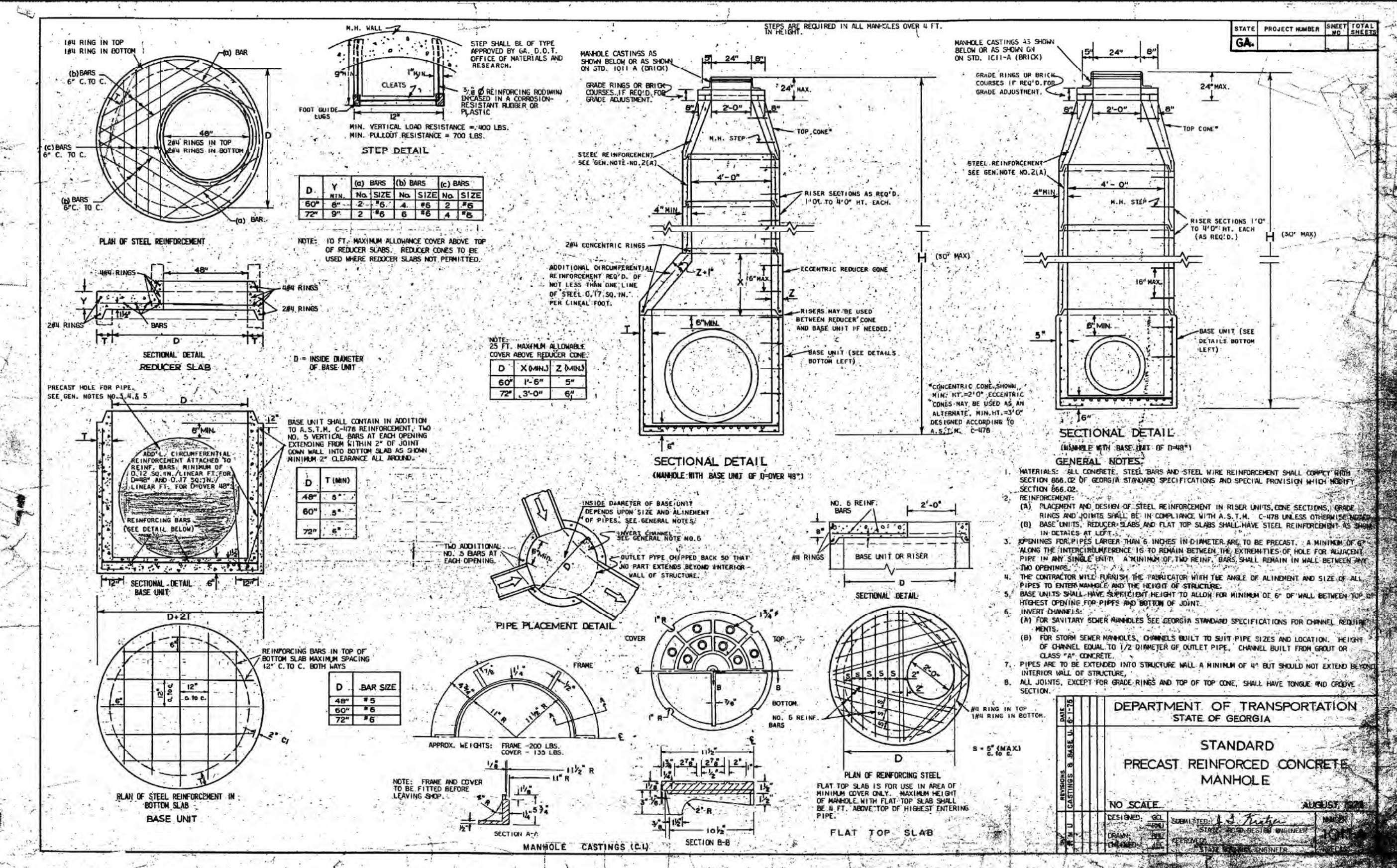
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SD2

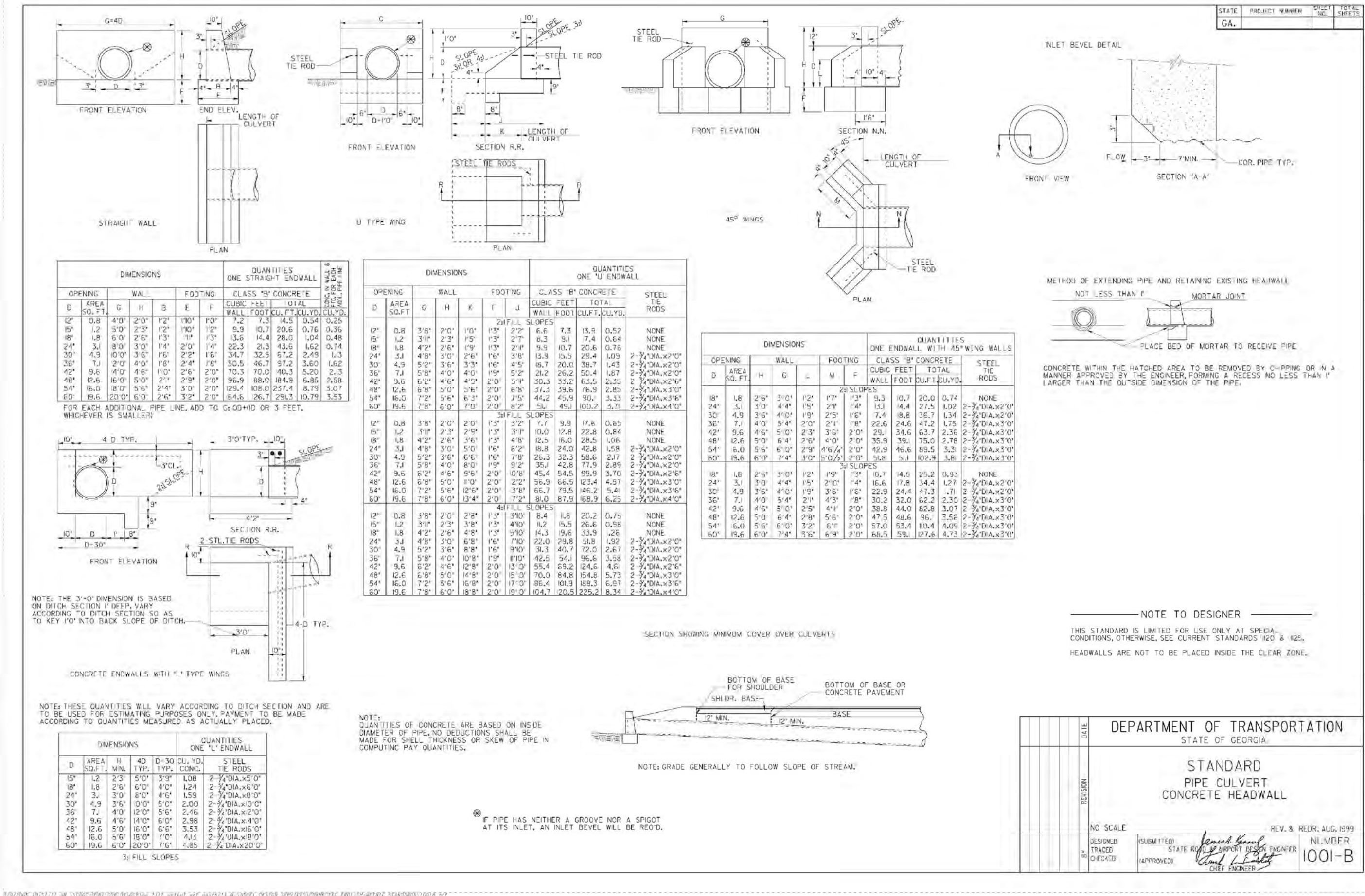
STANDARD PRECAST CONCRETE DRAINAGE DETAILS, PREPARED BY: JAMES HUGHES RAY, ARCHITECTS



Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer



STANDARD PRECAST CONCRETE DRAINAGE DETAILS, PREPARED BY: JAMES HUGHES RAY, ARCHITECTS



PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0192
www.HughesRay.com

REVISION	DATE	BY	DESCRIPTION
1	5/15/24	JTT	CITY OF VILLA RICA COMMENTS

STORM DRAINAGE DETAILS
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

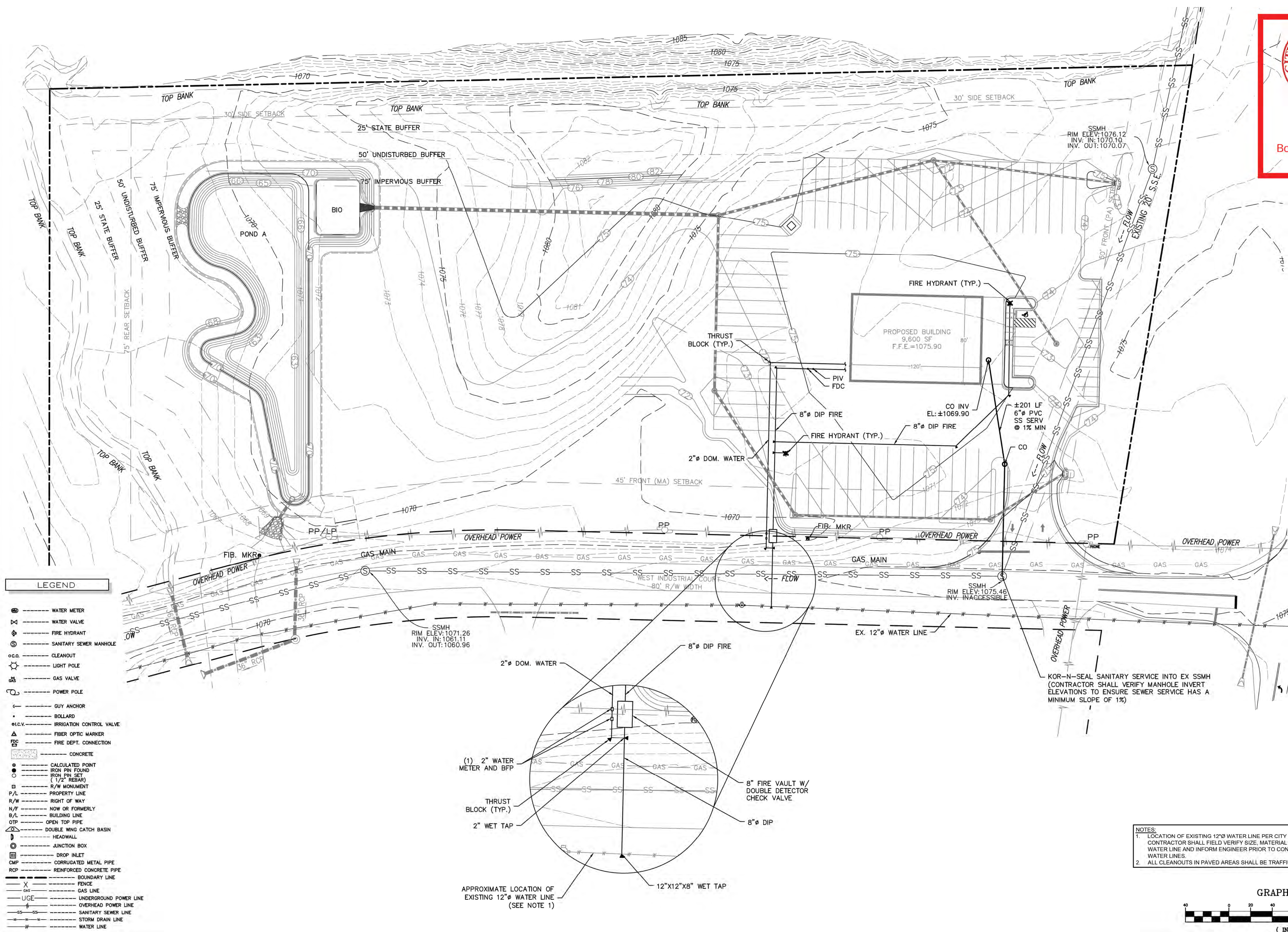
24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

NOTED
THAN J. TILLEY
5/15/24

DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JTT

JOB#: H23254

SD3



LEGEND

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- LIGHT POLE
- GAS VALVE
- POWER POLE
- GUY ANCHOR
- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE
- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET
- 1/2" REBAR
- R/W MONUMENT
- PROPERTY LINE
- RIGHT OF WAY
- NOW OR FORMERLY
- BUILDING LINE
- OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- CORRUGATED METAL PIPE
- REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- FENCE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE

CITY OF VILLA RICA
CITY OF 600'
GEORGIA

Approved
May 30, 2024
2:06 PM
Bobby C. Elliott, PE
City Engineer

PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
654 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.HughesRay.com

REVISION	DATE	CITY OF VILLA RICA COMMENTS
No. 1	5/15/24	

UTILITY PLAN
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

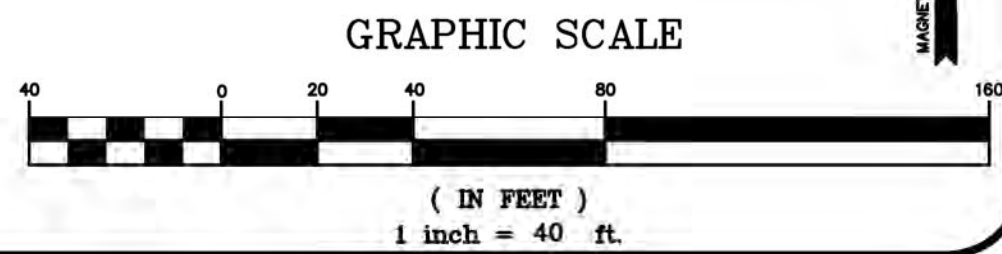
OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

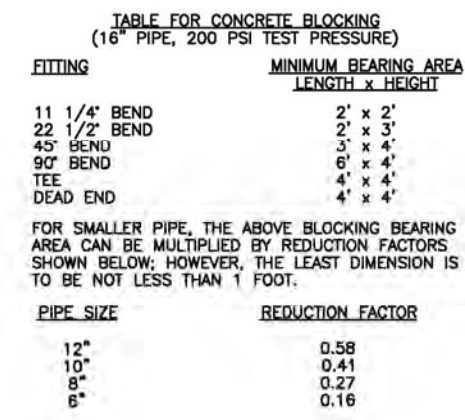
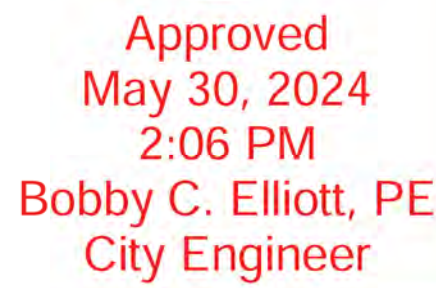
DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

FOR REGISTERED PROFESSIONAL ENGINEER
NATHAN J. TILLEY
5/15/24

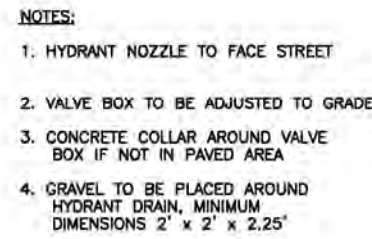
NOTES:
1. LOCATION OF EXISTING 12"Ø WATER LINE PER CITY OF VILLA RICA GIS. CONTRACTOR SHALL FIELD VERIFY SIZE, MATERIAL AND LOCATION OF EXISTING WATER LINE AND INFORM ENGINEER PRIOR TO CONSTRUCTION OF PROPOSED WATER LINES.
2. ALL CLEANOUTS IN PAVED AREAS SHALL BE TRAFFIC RATED.





CONCRETE BLOCKING

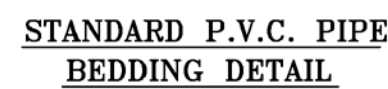
CITY OF VILLA RICA	CONCRETE BLOCKING DETAIL	DATE: JAN. 2018	STANDARD NO. 5.8.04
		APPROVED:	
WATER & SEWER DEPARTMENT	CONSTRUCTION STANDARD		



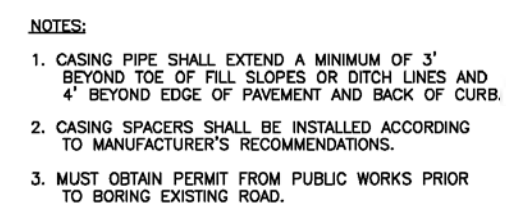
CITY OF VILLA RICA WATER & SEWER DEPARTMENT	TYPICAL FIRE HYDRANT INSTALLATION CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 5.8.01
		APPROVED:	



CITY OF VILLA RICA WATER & SEWER DEPARTMENT	CLEANOUT DETAIL (COMMERCIAL OR PAVED AREAS) CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 4.6.05
		APPROVED:	



CITY OF VILLA RICA WATER & SEWER DEPARTMENT	STANDARD PIPE BEDDING DETAIL CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 4.6.02
		APPROVED:	

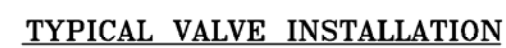


TYPICAL ROAD
CROSSING DETAIL

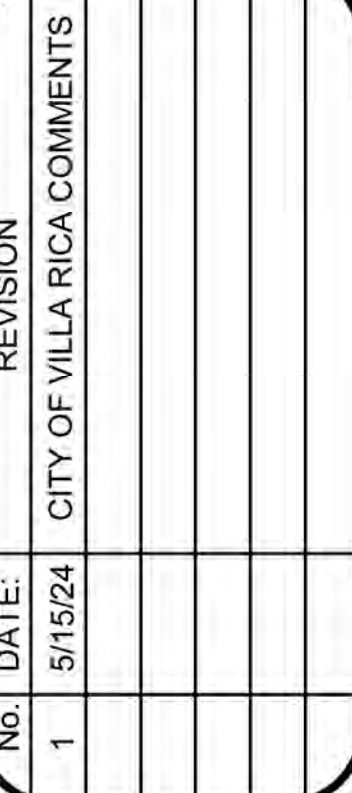
CITY OF VILLA RICA	TYPICAL ROAD CROSSING	DATE: JAN. 2018	STANDARD NO. 5.8.03
		APPROVED:	
WATER & SEWER DEPARTMENT	CONSTRUCTION STANDARD		



CITY OF VILLA RICA WATER & SEWER DEPARTMENT	CONCRETE VALVE MARKER CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 5.8.11
		APPROVED:	



CITY OF VILLA RICA WATER & SEWER DEPARTMENT	TYPICAL VALVE INSTALLATION CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 5.8.05
		APPROVED:	



UTILITY PLAN DETAILS
OF
J&M TANK LINES
L.L. 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE:	3/12/24
DRAWN BY:	JFM
CHECKED BY:	JJT
JOB#: H23254	
UT2	

Commercial Area Medium (SMA)

Outdoor Area, Wall & Flood Light

UL LISTED ENEC IP65

OVERVIEW	
Lumen Package	28,000 - 42,000
Wattage Range (W)	200 - 298
Efficiency Range (LPW)	133 - 146
Weight (lbs)	19 (8.7)
Control Options	IMSBT, ALB, ALS, 7-Pin

QUICK LINKS

[Ordering Guide](#) [Performance](#) [Photometrics](#) [Dimensions](#)

FEATURES & SPECIFICATIONS

- Construction**
 - Rugged die-cast aluminum housing for maximum durability and reliability.
 - IP65 rated luminaire protects integral components from harsh environments.
 - Shipping weight: 19 lbs in carton.
- Optical System**
 - Premium engineered IP65 rated optic assemblies deliver Type 3, 4 (FT), 5 (SW), 6-4 (9) or 6-6 (V) distributions.
 - Zero uplight with pole mount arm or wall mount bracket.
 - Available in 5000K and 4000K color temperatures per ANSI C78.377.
 - Minimum CRI of 70.
- Electrical**
 - High-performance driver features shortcircuit and over temperature protection with integral surge protection (8kV).
 - 0-10V dimming (10% - 100%) standard.
 - Standard Universal Voltage (120-277 Vac) Input 50/60 Hz.
 - Total harmonic distortion (THD): <20%.
 - Operating temperature: -40°C to +40°C (-40°F to +104°F).
 - Power factor (PF): >90.
 - Input power stays constant over life.
 - Optional 20kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C82.41.2).
 - High-efficiency LEDs mounted to metal-core circuit board to maximize heat dissipation.
- Controls**
 - Integral passive infrared Bluetooth™ motion and photocell sensor options. Features operate independently and can be commissioned via an iOS or Android configuration app.
 - LSI's AirLink™ Blue lighting control system is a simple feature rich wireless Bluetooth mesh network. The integrated fixture sensor module provides wireless control of grouped fixtures based on motion sensors, daylight or a fully customizable schedule. Updates and modifications to the control strategy are easily implemented via an intuitive iOS app.
- Warranty**
 - LSI luminaires carry a 5-year limited warranty. Refer to <https://www.lsiindustries.com/resources/terms-conditions-warranty/> for more information.
- Listings**
 - Listed to UL 1598 and UL 8750.
 - Title 24 Compliant; see local ordinance for qualification information.
 - Suitable for wet Locations.
 - IP65 rated Luminaire per IEC 60598
 - 15G rated for ANSI C136.31 high vibration applications are qualified.
 - DesignLights Consortium™ (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/DLC/ to confirm which versions are qualified.
- Installation**
 - Mounting method ships separately and can be quickly connected to the luminaire.
 - Wiring leads extended out of the main housing eliminating the need of opening the luminaire electrical chamber.
 - Utilizes 82 pole drill pattern for arm mounting.
 - Utilizes adjustable slip fitter for mast arm or tenon mounting.
 - Die-cast slip fitter allows for mounting onto a 2" (51mm) Ø, 2.375" (60mm) O.D. tenon allowing for fit not to exceed 45 degrees up from horizontal.
 - Wall mount bracket with universal plate easily mounts to a 4" octagonal or square junction box.
 - Turnon mount to any surface with 5/16" bolts (provided by others) for fit not to exceed 45 degrees up from horizontal.

LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45244 • (513) 372-8202 • www.lsiindustries.com
CITY OF VILLA RICA, GEORGIA

LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45244 • (513) 372-8202 • www.lsiindustries.com
CITY OF VILLA RICA, GEORGIA

Medium Commercial Wall (SMW)

LED Wall Light

UL LISTED ENEC IP65

OVERVIEW	
Lumen Package (lm)	6,000 - 10,000
Wattage Range (W)	47 - 78
Efficiency Range (LPW)	122 - 131
Color Temperature (K)	4,000, 5,000
Weight (lbs)	8 (3.6)

QUICK LINKS

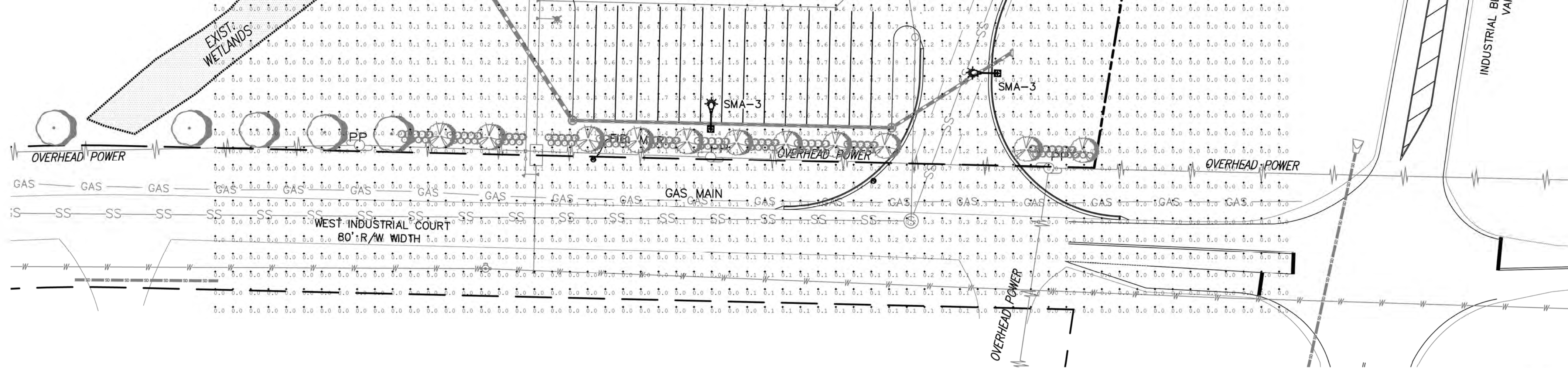
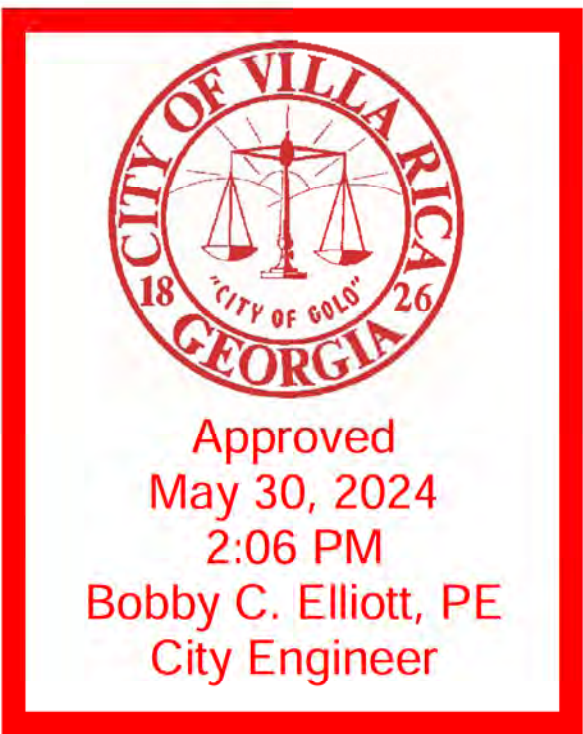
[Ordering Guide](#) [Performance](#) [Photometrics](#) [Dimensions](#)

FEATURES & SPECIFICATIONS

- Construction**
 - Rugged die-cast aluminum housing for maximum durability and reliability.
 - IP65 rated luminaire protects integral components from harsh environments.
- Optical System**
 - Premium engineered IP65 rated polycarbonate optic assemblies deliver IES Type 3 or 4 (FT) distributions.
 - Zero Uplight.
 - Available in 5000K and 4000K color temperatures per ANSI C78.377.
 - Minimum CRI of 70.
- Electrical**
 - 0-10V dimming (10% - 100%) standard.
 - Standard Universal Voltage (120-277 Vac) Input 50/60 Hz.
 - L70 Calculated Life >50K Hours.
 - Total harmonic distortion (THD): <20%.
 - Operating temperature: -40°C to +40°C (-40°F to +104°F).
 - Power factor (PF): >90.
 - Input power stays constant over life.
 - High-efficiency LED circuit board mounted to cast housing to maximize heat dissipation.
- Installation**
 - Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
 - 2 fasteners secure the hinged door underneath the housing and provide quick and easy access to the electrical compartment for installing/servicing.
- Warranty**
 - LSI luminaires carry a 5-year limited warranty. Refer to <https://www.lsiindustries.com/resources/terms-conditions-warranty/> for more information.
- Listings**
 - Listed to UL 1598 and UL 8750.
 - Suitable for wet Locations.
 - IP65 rated Luminaire.
 - DesignLights Consortium™ (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/DLC/ to confirm which versions are qualified.

LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45244 • (513) 372-8202 • www.lsiindustries.com
CITY OF VILLA RICA, GEORGIA

LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45244 • (513) 372-8202 • www.lsiindustries.com
CITY OF VILLA RICA, GEORGIA



NOTES

- CONCRETE TO BE MIN 3000 PSI AT 28 DAYS. (6 SACK) MAX TOP OF FOUNDATION TO BE TROWLED TO A FLAT AND LEVEL SURFACE. AVOID EXCESSIVE TROWELING. CONCRETE TO SET A MIN OF 7 DAYS BEFORE POLE INSTALLATION.
- REBAR HOOPS ARE TIED BEGINNING 3' BELOW TOP OF CONCRETE FORM AND ARE REPEATED AT APPROXIMATE 1' INTERVALS TO BOTTOM OF FOUNDATION.
- 1" ANCHOR BOLTS TO BE USED WITH 25 & 30" POLE. 1 1/4" ANCHOR BOLTS TO BE USED WITH 40" POLE WITH A PROJECTION OF 3" ON 25' & 30" SQUARE AND 3 1/2" ON 40" SQUARE AND ROULD POLES.
- CONCRETE FORM OF SONOTUBE TO EXTEND TO BOTTOM OF TRENCH OR AS NEEDED.
- PROVIDE MIN 24" GROUND WIRE PITTAIL OUT OF CONCRETE FOR CONNECTION TO POLE.
- A MIN OF 12" OF BARE #6 SD CU WIRE TO BE PLACED IN BOTTOM OF HOLE AND COVERED WITH 2" OF DIRT.
- IF SOIL HAS BEEN DISTURBED, EXTEND FOUNDATION BY DEPTH OF DISTURBED SOIL.
- NOT APPLICABLE FOR POLE HEIGHT GREATER THAN 40'.

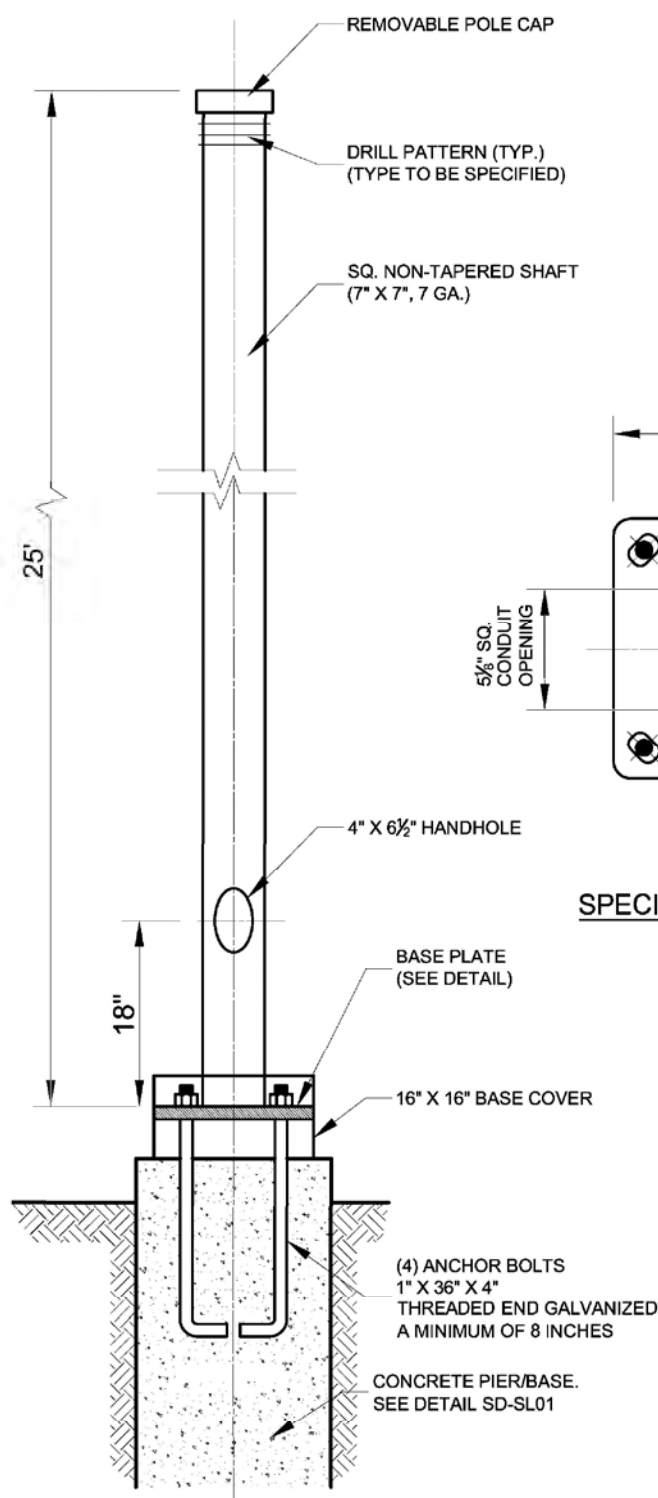
ITEM	DESCRIPTION
1	#3 REBAR, 18" DIA HOOP, 3" OVERLAP
2	#5 REBAR, STRAIGHT, 60" LONG, 3" COVER
3	ANCHOR BOLT, GALV, 1" W/25 & 30" POLES AND 1 1/4" W/40" POLES
4	CONCRETE FOUNDATION TUBE, 24" DIA
5	CONDUIT/PVC OR PEC (NOT IN FOUNDATION ALN)
6	WIRE, #6 COPPER, SOLID(SEE NOTE 6)
7	GROUND, POLE BUTT WIRE COL(SEE NOTE 6)
8	CONCRETE(SEE NOTE 1)

PARKING AREA CALCULATIONS

MINIMUM = 0.2 FC
MAXIMUM = 2.6 FC
AVERAGE = 1.02 FC

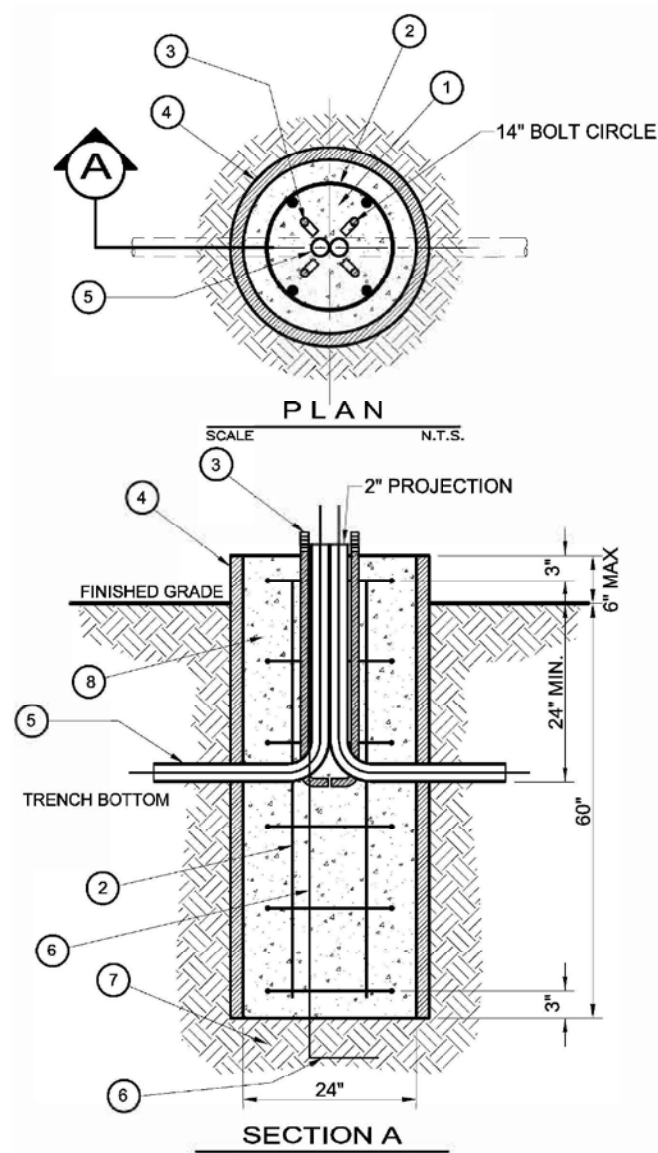
LUMINAIRE SCHEDULE

SYMBOL	LABEL	QUANTITY	MANUFACTURE	MODEL	HEIGHT
	SMA-3	6	LSI INDUSTRIES INC.	SMA-LED-28L-ACR-3-UNV-DIM-40	25 FT
	SWM-3	10	LSI INDUSTRIES INC.	SWM-LED-6L-3-UNV-DIM-40	15 FT



LIGHT POLE DETAIL

SCALE: NONE



LIGHT POLE FOUNDATION DETAIL

SCALE: NONE

REVISION

CITY OF VILLA RICA COMMENTS

No.

DATE:

5/15/24

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DATE:

5/15/24

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OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

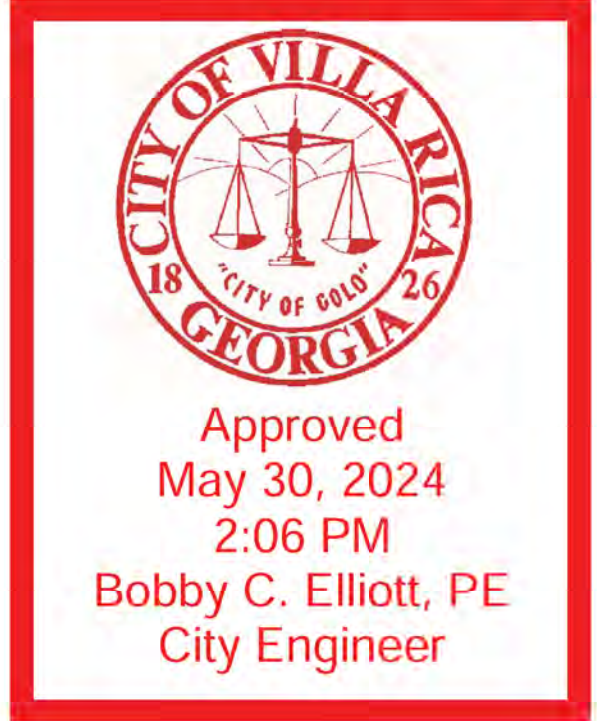
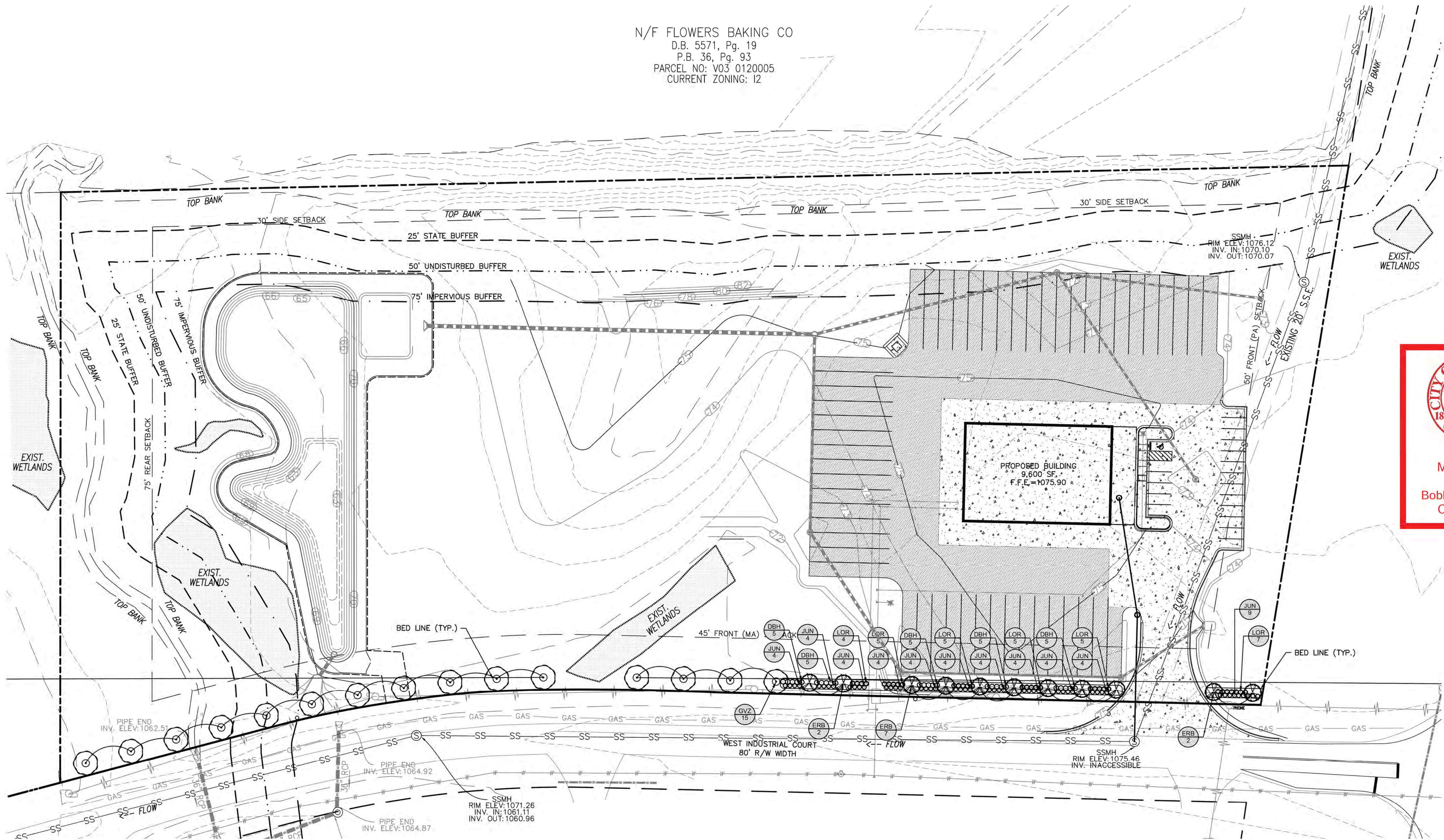


DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: JJT

JOB#: H23254

LP1

N/F FLOWERS BAKING CO
D.B. 5571, Pg. 19
P.B. 36, Pg. 93
PARCEL NO: V03 0120005
CURRENT ZONING: I2

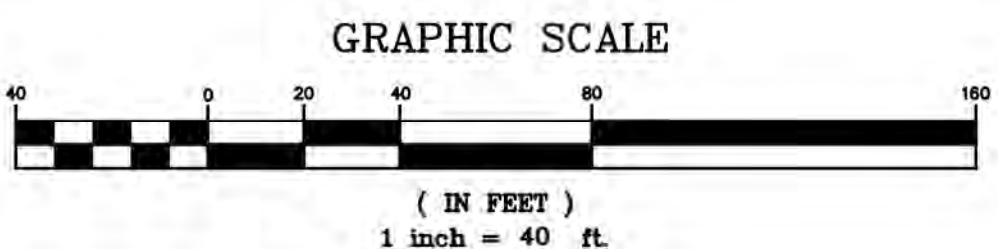


PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER	REMARKS
TREES						
	ERB	11	Eastern Redbud Cercis canadensis	2.5" Cal.	B&B	Multi-Trunk
	GVZ	15	Green Vase Japanese Zelkova Zelkova serrata 'Green Vase'	2.5" Cal.	B&B	Single, Straight Trunk
SHRUBS						
	DBH	25	Dwarf Burford Holly Ilex cornuta 'Dwarf Burford'	3 gal.	Cont.	
	JUN	49	Parson's Juniper Juniperus davurica 'Parsonii'	3 gal.	Cont.	
	LOR	31	Ruby Loropetalum Loropetalum chinense rubrum 'Ruby'	3 gal.	Cont.	

LANDSCAPE REQUIREMENTS	
STREET TREE REQUIREMENTS	
TOTAL LF OF STREET FRONTAGE	= 868 LF
MIN. STREET TREES REQ'D:	= 1 PER 60 LF
868 LF * 1 TREE / 60	= 14.47 TREES REQ'D
PROPOSED TREES	= 15 TREES PROPOSED
15 PROVIDED > 14.47 REQ'D	
PARKING LOT SCREENING REQUIREMENTS	
TOTAL LF OF PARKING LOT SCREEN	= 314 LF
MIN. TREES REQ'D:	= 1 PER 30 LF
314 LF * 1 TREE / 30 LF	= 10.47 TREES REQ'D
PROPOSED TREES	= 11 TREES PROPOSED
11 PROVIDED > 10.47 REQ'D	
MIN. SHRUBS REQ'D:	= 1 PER 3 LF
314 LF * 1 SHRUB / 3 LF	= 104.67 SHRUBS REQ'D
EXISTING SHRUBS PROVIDED	= 0 SHRUBS EXISTING
PROPOSED SHRUBS	= 105 SHRUBS PROPOSED
TOTAL SHRUBS PROVIDED	= 105 SHRUBS PROVIDED
105 PROVIDED = 104.67 REQ'D	

LANDSCAPE DENSITY REQUIREMENTS	
TREE UNIT REQUIREMENTS	
MIN. TREE UNITS REQ'D	= 16 PER ACRE
16 UNITS * 1 AC / 10.11 AC	= 1.58 TREE UNITS
PROPOSED TREE UNITS	= 15 TREES PROPOSED
7.8 PROVIDED > 1.58 REQ'D	

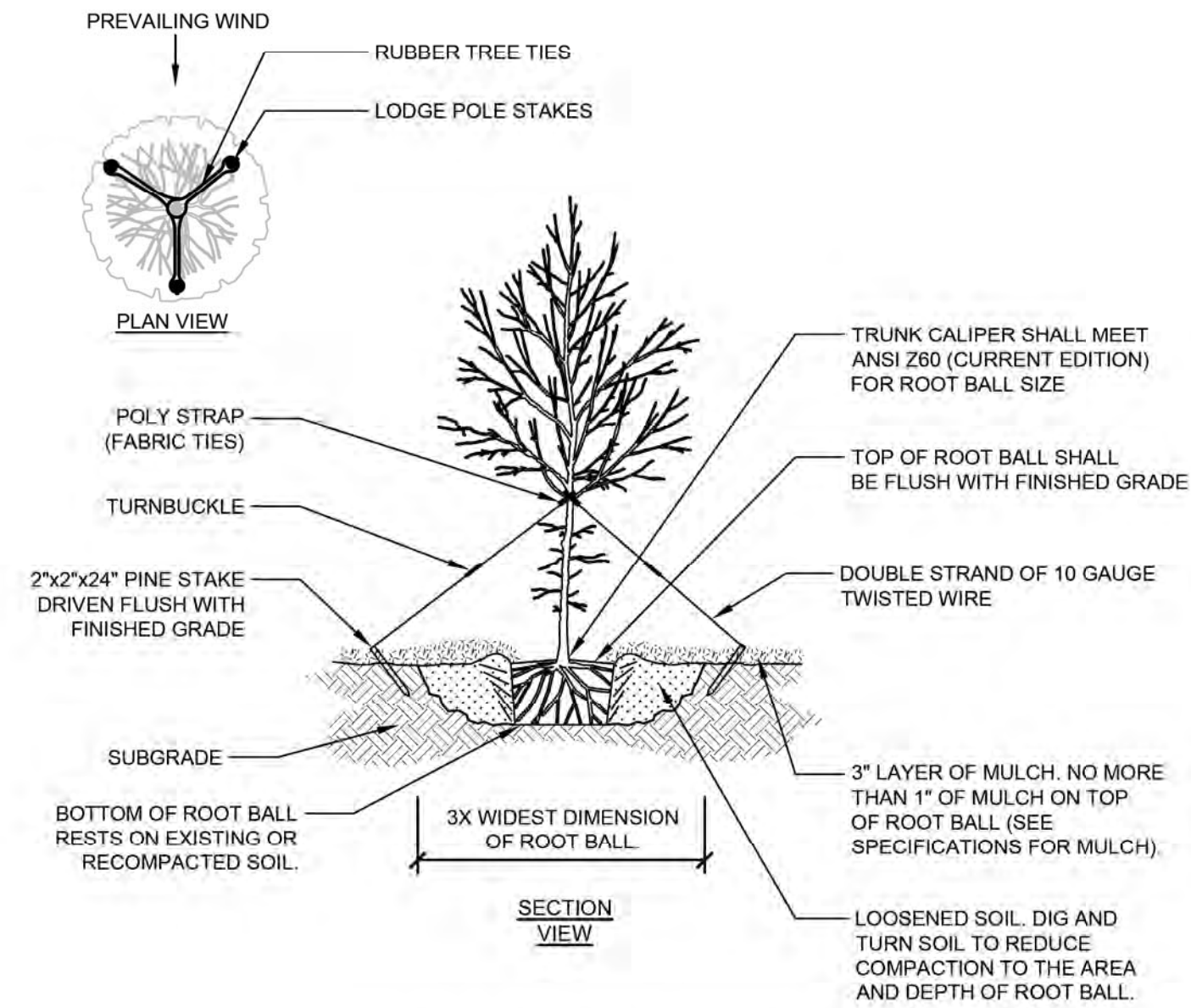


NO.	DATE	REVISION	CITY OF VILLA RICA COMMENTS
1	5/15/24		

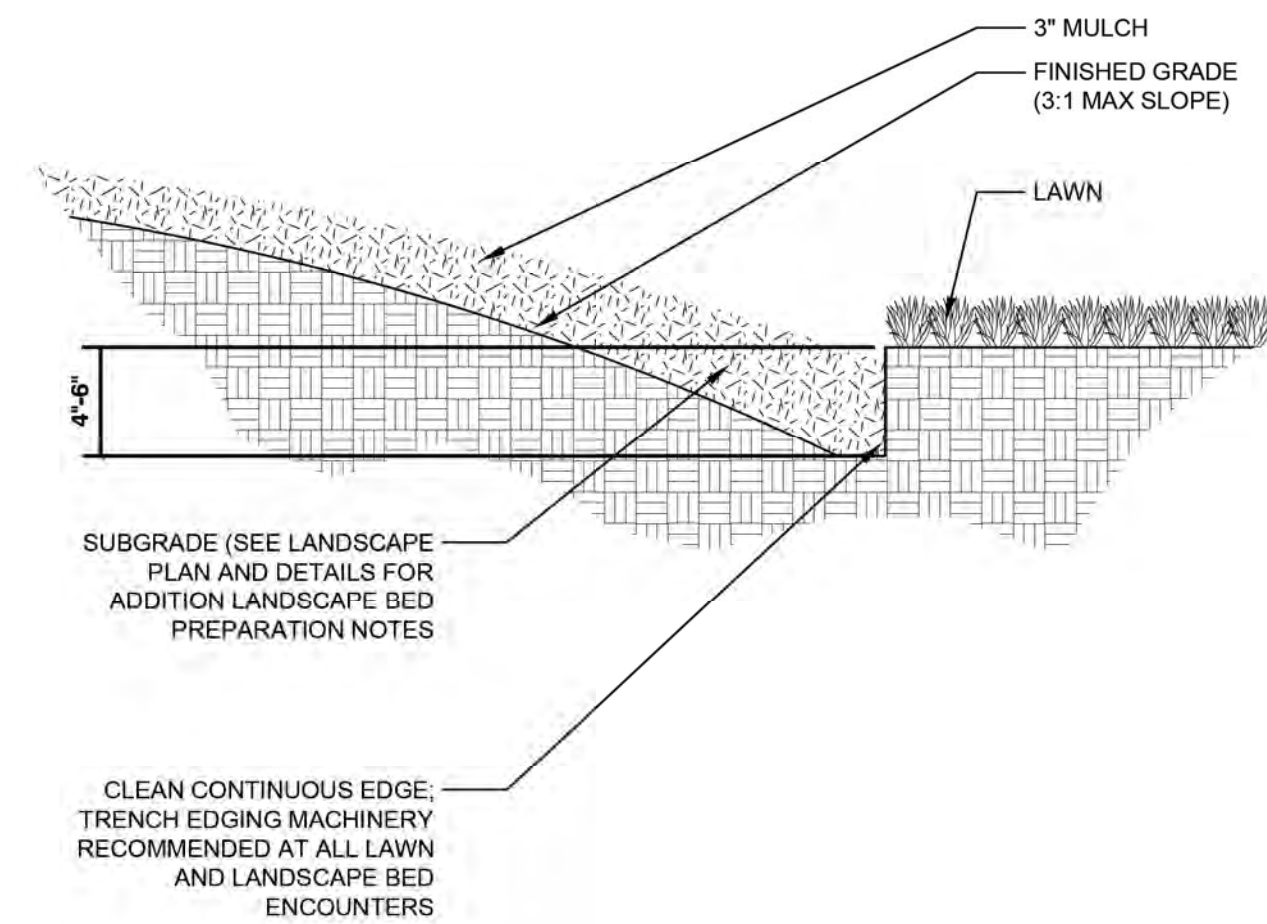
LANDSCAPE PLAN
OF
J&M TANK LINES
LL, 190, 6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242
DEVELOPER:
SAME AS ABOVE
24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007

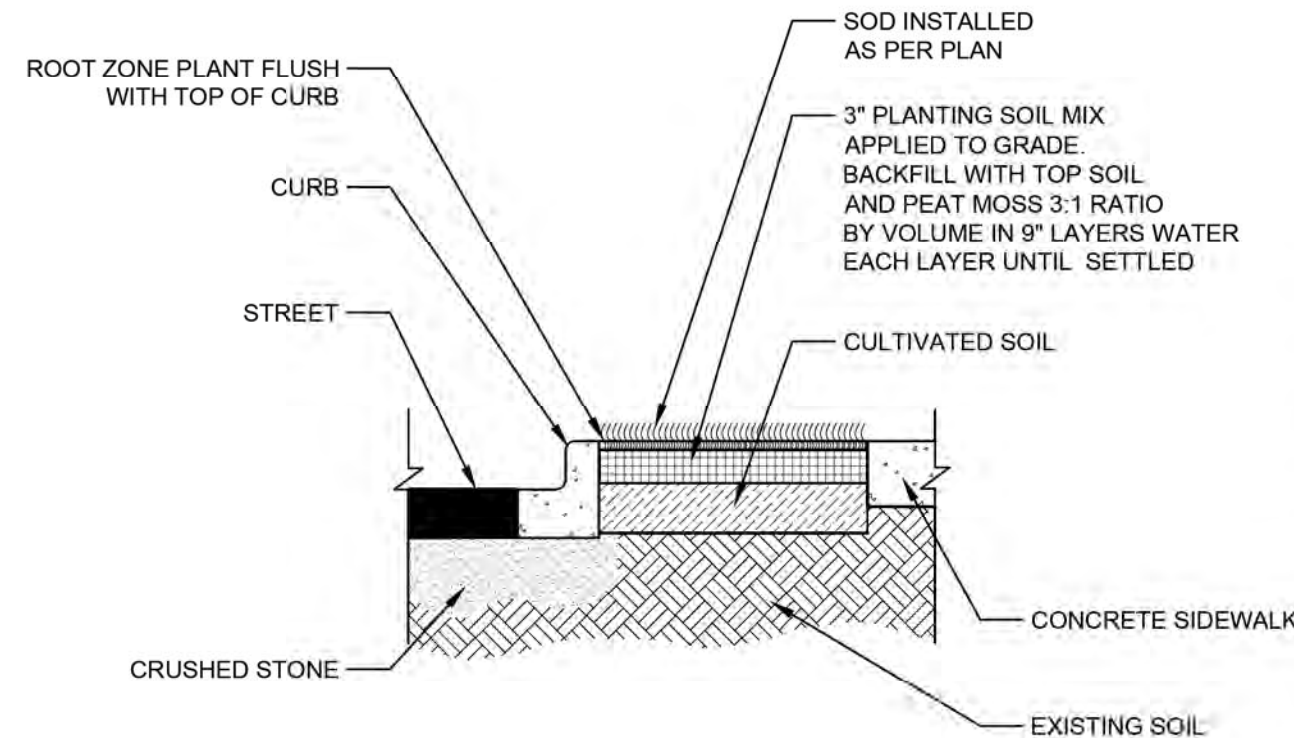




1 TREE PLANTING & STAKING DETAIL
3/16" = 1'-0" HRC-LA-02

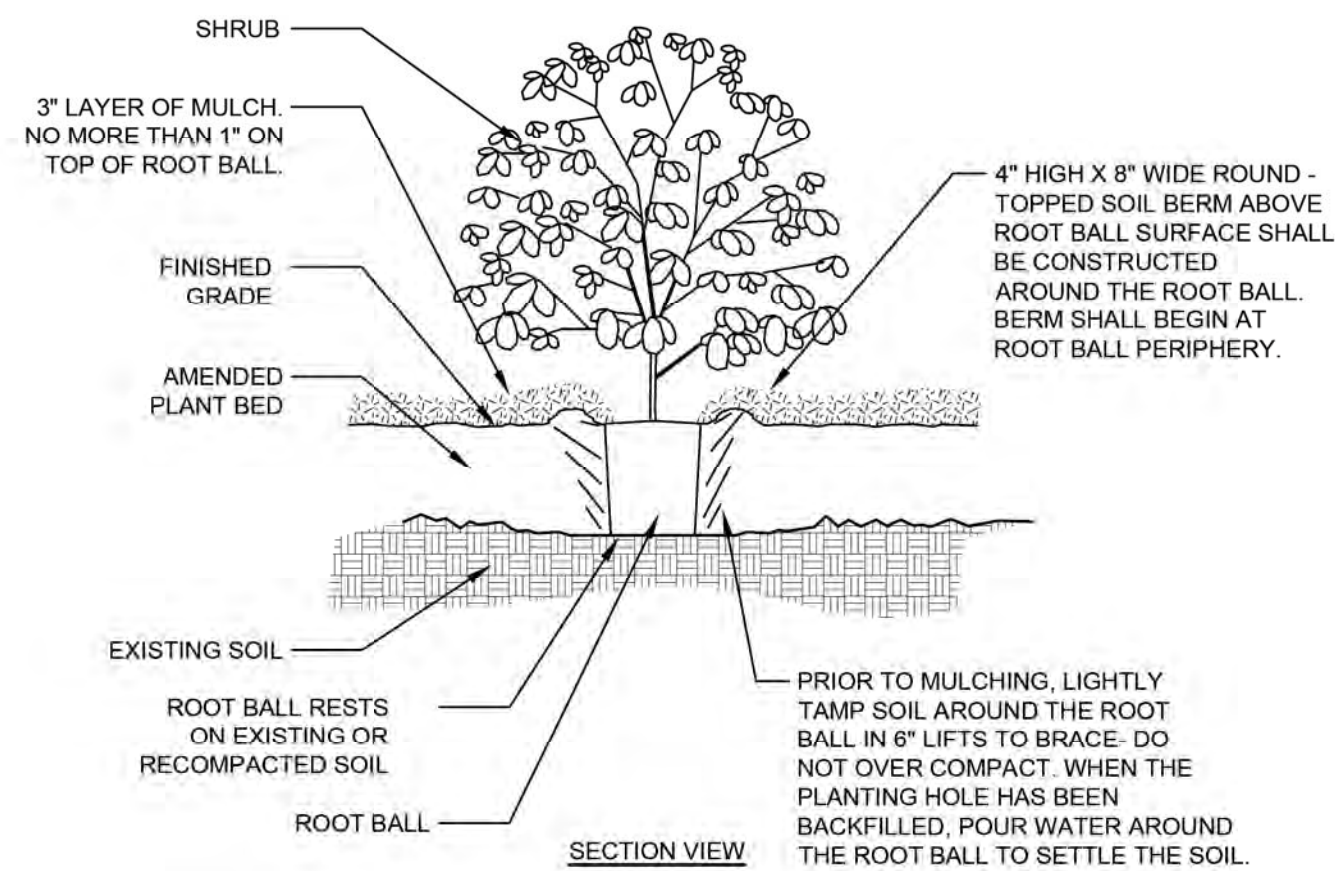


2 PLANTING BED EDGE DETAIL
1/2" = 1'-0" HRC-LA-08



NOTE: SOD SHALL NOT HAVE GAPS OF GREATER THAN 1/4" AT JOINTS. SOD SHALL BE CUT TO FIT AROUND EXISTING STRUCTURES.

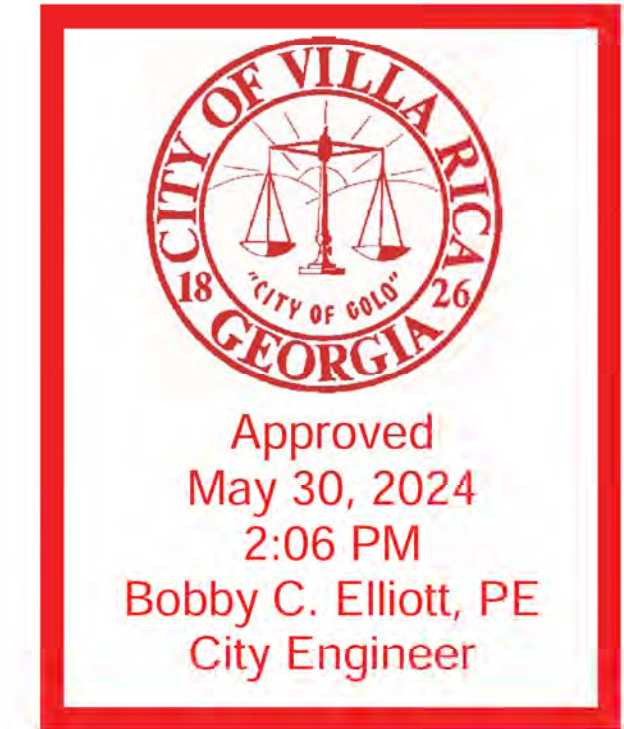
3 SOD PLACEMENT DETAIL
1/2" = 1'-0" HRC-LA-04



4 SHRUB PLANTING DETAIL
3/16" = 1'-0" HRC-LA-07

GENERAL LANDSCAPE NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS & DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED & BURLAPPED AS INDICATED IN PLANT LIST.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED & MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO REJECTION BY THE LANDSCAPE ARCHITECT & THE OWNER BEFORE, DURING & AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTS & PLANT BEDS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES & SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY & ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS, BEFORE PRICING THE WORK.
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL PLANTING (INCLUDING WATER, SPRAYING, MULCHING, MOWING, FERTILIZING, ETC.) OF PLANTING AREAS AND LAWNS UNTIL THE JOB IS ACCEPTED IN FULL, BY THE LANDSCAPE ARCHITECT & THE OWNER.
10. THE OWNER WILL CONTRACT FOR A PROGRAM OF LANDSCAPE MAINTENANCE SERVICES THROUGHOUT THE ONE (1) YEAR GUARANTEE PERIOD UNLESS OTHERWISE DETERMINED.
11. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE AND SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD (AS PER DIRECTION OF THE LANDSCAPE ARCHITECT).
12. THE LANDSCAPE ARCHITECT WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
13. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
14. WATER TREES AFTER PLANTING.
15. MAINTAIN ORIGINAL GRADE OR SLIGHTLY ABOVE GRADE AT THE TREE BASE.
16. PAINT ALL CUTS AND SCRAPES 1/2" IN DIAMETER WITH PRUNING PAINT.
17. DO NOT BREAK ROOT BALL.
18. SET TRUNK PLUMB.
19. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, DEFOLIATES OR FAILS TO GERMINATE.
20. PRIOR TO TOTAL ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED FROM THE SITE & REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
21. STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.



LANDSCAPE NOTES AND DETAILS
OF
J&M TANK LINES
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER:
J&M TANK LINES
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
JEFF ARLEDGE
205-329-3007



DATE: 3/12/24
DRAWN BY: JFM
CHECKED BY: DDR

JOB#: H23254

LA2



03/24/2025

To Whom It May Concern,

On behalf of the City of Auburn, it is with great pleasure that I provide this letter of recommendation for Sunbelt Asphalt. Their contributions to our community, both economically and through their commitment to infrastructure excellence, have been invaluable.

Sunbelt Asphalt has been a steadfast supporter of Auburn's local economy. Their operations, in our city, have generated employment opportunities for our residents, providing stable and rewarding careers. Furthermore, their engagement with local suppliers and businesses has stimulated economic growth and strengthened our business community. The presence of Sunbelt Asphalt in Auburn has significantly contributed to the city's economic stability and growth, reinforcing Auburn as a location for industry and development.

In addition to their economic contributions, Sunbelt Asphalt has proven to be an outstanding neighbor within our community. They have consistently demonstrated a commitment to being responsible corporate citizens by supporting local initiatives, engaging in community projects, and fostering strong relationships businesses alike. Their willingness to collaborate with the city and their dedication to maintaining a positive presence make them valued members of our community.

We are grateful for the positive impact Sunbelt Asphalt continues to have in Auburn, and we recommend them as a trusted and valuable partner. Please feel free to contact my office if further information is needed.

Sincerely,

Rick Roquemore
Mayor
City of Auburn
mayor@cityofauburn-ga.org



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Addition of a Three-Way Stop on Thomas Dorsey Drive & Eleanor Walk, with Eleanor Walk Becoming a One Way Street. (Public Hearing)

AGENDA DATE: 3/25/2025

DATE PREPARED: 3/21/2025

PREPARED BY: Hal Burch

AMOUNT:

GL ACCOUNT #: 100-4210-531710

FUNDING SOURCE: Streets Operating Budget

BUDGETED ITEM? No

PURPOSE: The purpose of adding additional stop signs on Thomas Dorsey Drive is because this heavily commuted road is used for school traffic and while it doesn't quite meet the threshold for traffic calming additional stop signs should help control any speeding that does exist.

BACKGROUND: Traffic speed study conducted between the dates of January 15th, 2025, through January 22nd, 2025, concluded a combined 85th percentile speed of 34mph in a 25mph zone. It is our belief that additional three-way stop signs added to Thomas Dorsey Drive and Eleanor Walk will accomplish the required outcome of speed reduction on this street.

STAFF RECOMMENDATION: To approve the addition of a three-way stop at Eleanor Walk / Thomas Dorsey Drive for the purposes of speed reduction. With the addition of making Eleanor Walk a one-way street going north bound on Eleanor Walk from Thomas Dorsey Drive to Hwy. 78

IMPACT: Safer neighborhood and school commute for our citizens and students.

MOTION: I move to approve the addition of stop signs on Thomas Dorsey Drive at the described location and establish Eleanor Walk a one-way street as described above.

Three-Way Stops on Thomas Dorsey

Write a description for your map.

Legend

 and T Dorsey

 Enterprise Rent-A-Car Primary Hospital

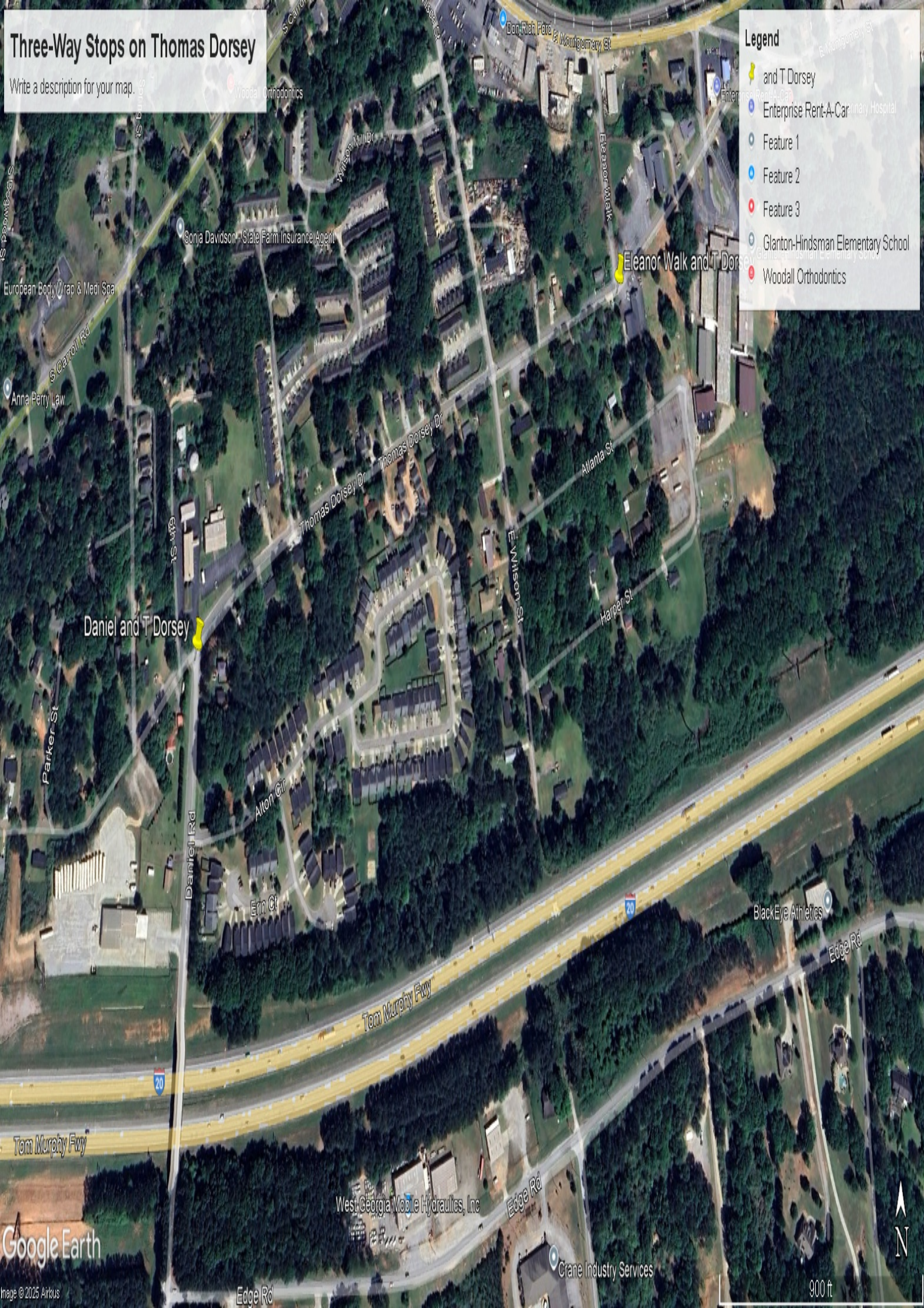
 Feature 1

 Feature 2

 Feature 3

 Glanton-Hindsman Elementary School

 Woodall Orthodontics

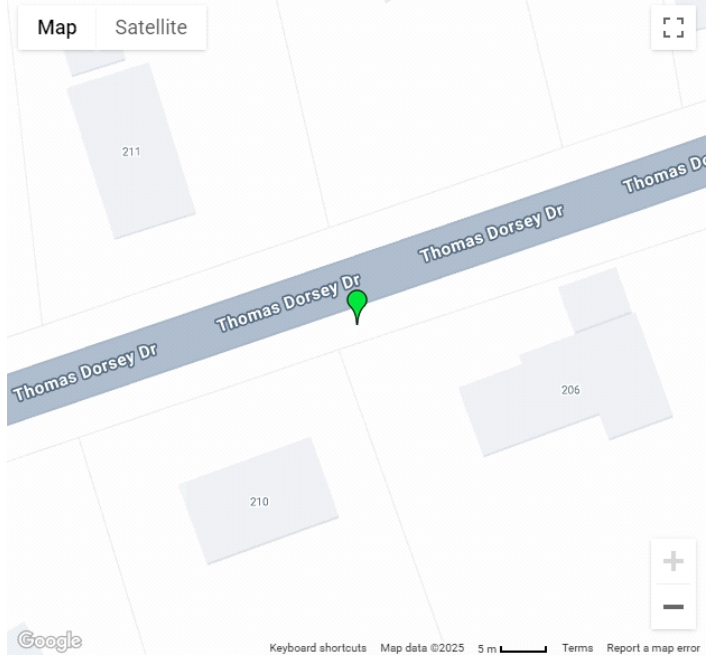


City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

SPEED DATA ANALYSIS

Location

Latitude: 33 43' 37.742"
Longitude: -84 54' 57.139"



Analysis Time Period



Start
1/15/2025
1:00 PM

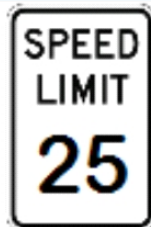
End
1/22/2025
2:15 PM

Vehicles Analyzed



6,773

Speed Limit



25

Total Enforceable Violations



5,479

Average Speed



29

% Enforceable Violations



81%

Fastest Speed



59

Enforcement Rating

HIGH

Slowest Speed



1

City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

SPEED DATA ANALYSIS

85th Percentile Speed



35

Peak Time of Violations



1/16/2025
8:00 AM

City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

Latitude: 33 43' 37.742"
Longitude: -84 54' 57.139"

Combined Lanes 1/15/2025 to 1/22/2025

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
1/15/2025	No Volume					3:34 PM	178	3:34 PM	72	0.62
1/16/2025	7:44 AM	228	8:19 AM	85	0.67	3:35 PM	161	3:35 PM	84	0.48
1/17/2025	8:00 AM	200	8:18 AM	85	0.59	3:33 PM	162	3:33 PM	72	0.56
1/18/2025	10:31 AM	55	10:46 AM	22	0.63	1:38 PM	77	1:48 PM	22	0.88
1/19/2025	10:14 AM	64	10:42 AM	19	0.84	1:47 PM	82	2:21 PM	28	0.73
1/20/2025	10:41 AM	38	11:23 AM	14	0.68	6:03 PM	83	6:07 PM	24	0.86
1/21/2025	10:17 AM	31	10:18 AM	11	0.70	4:09 PM	63	4:15 PM	20	0.79
1/22/2025	7:42 AM	201	8:11 AM	89	0.56	1:02 PM	58	1:45 PM	17	0.85

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
25 - 34	4,503	66.5%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	19	21	23	24	25	26	27	27	28	29	29	30	31	31	32	33	34	35

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	6,773
Total Greater Than 50.0	9
Percent Greater Than 50.0	0.1%

Mean, Median, and Mode Averages

Mean:	29.2
Median (50th %):	29.5
Mode:	28.0

Classification Statistics

Unclassified	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
93	21	5155	1060	31	376	15	1	12	7	0	1	0	1
1.4%	0.3%	76.1%	15.7%	0.5%	5.6%	0.2%	0.0%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	6629	54	66	11	3	6	4	0	0	0	0	0	0	0	0
Avg. WB	114.9	195.0	130.8	586.3	117.0	238.7	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0421

City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

Latitude: 33 43' 37.742"
Longitude: -84 54' 57.139"

A to B, Eastward 1/15/2025 to 1/22/2025

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
1/15/2025	No Volume					3:34 PM	97	3:34 PM	47	0.52
1/16/2025	7:44 AM	147	8:19 AM	57	0.64	3:35 PM	84	3:35 PM	61	0.34
1/17/2025	7:44 AM	118	8:18 AM	51	0.58	2:48 PM	77	3:32 PM	36	0.53
1/18/2025	10:17 AM	31	10:46 AM	13	0.60	4:53 PM	37	5:34 PM	15	0.62
1/19/2025	10:14 AM	48	10:55 AM	15	0.80	1:04 PM	33	1:04 PM	14	0.59
1/20/2025	10:38 AM	17	10:43 AM	6	0.71	2:56 PM	44	2:56 PM	14	0.79
1/21/2025	10:44 AM	18	11:11 AM	7	0.64	3:34 PM	30	4:15 PM	11	0.68
1/22/2025	7:36 AM	118	8:11 AM	55	0.54	1:16 PM	23	1:45 PM	9	0.64

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
26 - 35	2,067	64.8%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	16	22	24	25	26	27	28	28	29	30	30	31	32	32	33	34	35	36

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	3,190
Total Greater Than 50.0	5
Percent Greater Than 50.0	0.2%

Mean, Median, and Mode Averages

Mean:	29.9
Median (50th %):	30.7
Mode:	29.6

Classification Statistics

Unclassified	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
85	9	2170	620	10	277	6	0	6	7	0	0	0	0
2.7%	0.3%	68.0%	19.4%	0.3%	8.7%	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	3089	27	53	9	3	5	4	0	0	0	0	0	0	0	0
Avg. WB	118.0	174.6	73.1	606.3	117.0	118.4	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0693

City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

Latitude: 33 43' 37.742"
Longitude: -84 54' 57.139"

B to A, Westward 1/15/2025 to 1/22/2025

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
1/15/2025	No Volume					3:38 PM	83	3:40 PM	37	0.56
1/16/2025	7:56 AM	90	8:25 AM	35	0.64	3:36 PM	78	3:40 PM	32	0.61
1/17/2025	7:55 AM	85	8:18 AM	34	0.63	3:30 PM	90	3:40 PM	37	0.61
1/18/2025	10:49 AM	29	10:49 AM	10	0.73	2:18 PM	48	2:27 PM	15	0.80
1/19/2025	10:36 AM	24	11:19 AM	11	0.55	2:18 PM	54	2:21 PM	19	0.71
1/20/2025	10:41 AM	22	11:23 AM	7	0.79	6:03 PM	60	6:40 PM	20	0.75
1/21/2025	10:03 AM	17	10:24 AM	7	0.61	2:41 PM	40	2:41 PM	13	0.77
1/22/2025	8:01 AM	91	8:16 AM	37	0.61	12:47 PM	37	12:50 PM	10	0.93

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
25 - 34	2,490	69.5%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	19	21	22	24	24	25	26	26	27	28	28	29	30	30	31	32	33	34

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	3,583
Total Greater Than 50.0	4
Percent Greater Than 50.0	0.1%

Mean, Median, and Mode Averages

Mean:	28.6
Median (50th %):	28.5
Mode:	27.4

Classification Statistics

Unclassified	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
8	12	2985	440	21	99	9	1	6	0	0	1	0	1
0.2%	0.3%	83.3%	12.3%	0.6%	2.8%	0.3%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	3540	27	13	2	0	1	0	0	0	0	0	0	0	0	0
Avg. WB	112.1	215.5	366.3	496.0	0.0	840.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0179



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Addition of a Three-Way Stop on Thomas Dorsey Drive & Daniel Road

AGENDA DATE: 3/25/2025

DATE PREPARED: 3/21/2025

PREPARED BY: Hal Burch, Director of Public Works

AMOUNT:

GL ACCOUNT #: 100-4210-531710

FUNDING SOURCE: Streets Operating Budget

BUDGETED ITEM? No

PURPOSE: The purpose of adding additional stop signs on Thomas Dorsey Drive is because this heavily commuted road is used for school traffic and while it doesn't quite meet the threshold for traffic calming additional stop signs should help control any speeding that does exist.

BACKGROUND: Traffic speed study conducted between the dates of January 15th, 2025, thru January 22nd, 2025, concluded a combined 85th percentile speed of 34mph in a 25mph zone. It is our belief that additional three-way stop signs added to Thomas Dorsey Drive at Daniel Road will accomplish the required outcome of speed reduction on this street.

STAFF RECOMMENDATION: To approve the addition of a three-way stop at Thomas Dorsey Drive and Daniel Road for the purposes of speed reduction.

IMPACT: Safer neighborhood and school commute for our citizens and students

MOTION: I move to approve the addition of stop signs on Thomas Dorsey Drive at the location described.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2025-TP-01/Main Street Plaza Paving Project
AGENDA DATE: April 1, 2025

DATE PREPARED: March 21, 2025
PREPARED BY: Mark Teal, PE – City Engineer Consultant

AMOUNT: \$112,097.50
GL ACCOUNT #: 335-4210-541405
FUNDING SOURCE: 2024 LMIG Supplement
BUDGETED ITEM? Yes

PURPOSE: The purpose of this agenda item is to award the 2025-TP-01/Main Street Plaza Paving Project to the lower bidder for resurfacing Main Street.

BACKGROUND:

The Major Items of Work Consist of:

1. Traffic Control- Vehicular and Pedestrian
2. 15-inch Reinforced Concrete Pipe: 230 LF
3. Trench Grate and Frame Installation: 100 LF
4. Concrete Sidewalk, Standard Duty: 750 SF
5. Re-locate existing Fire Line (1) and Existing Water Services (2):

STAFF RECOMMENDATION:

Staff recommend the approval of the low bid to Magnum Paving, Inc. in the amount of \$112,097.50 .

Paving Contractor	BID Price Quote
Atlanta Paving & Concrete Inc	\$147,703.50
NWGP Inc	\$136,795.00
Bartow Paving Company Inc	\$165,852.20
Vertical Earth Inc	\$159,815.50
Piedmont Paving Inc	\$199,891.60
Triple R Paving & Construction Inc	\$135,163.80
Magnum Paving Inc	\$112,097.50
RP Paving Solutions	\$136,364.60

MOTION: I move to approve the award of the low bid to Magnum Paving, Inc, and to authorize the City Attorney to develop the contract based on the bid documents and authorize the Mayor or her designee to sign.

2025 MAIN STREET PLAZA PAVING PROJECT

TALLY SHEET

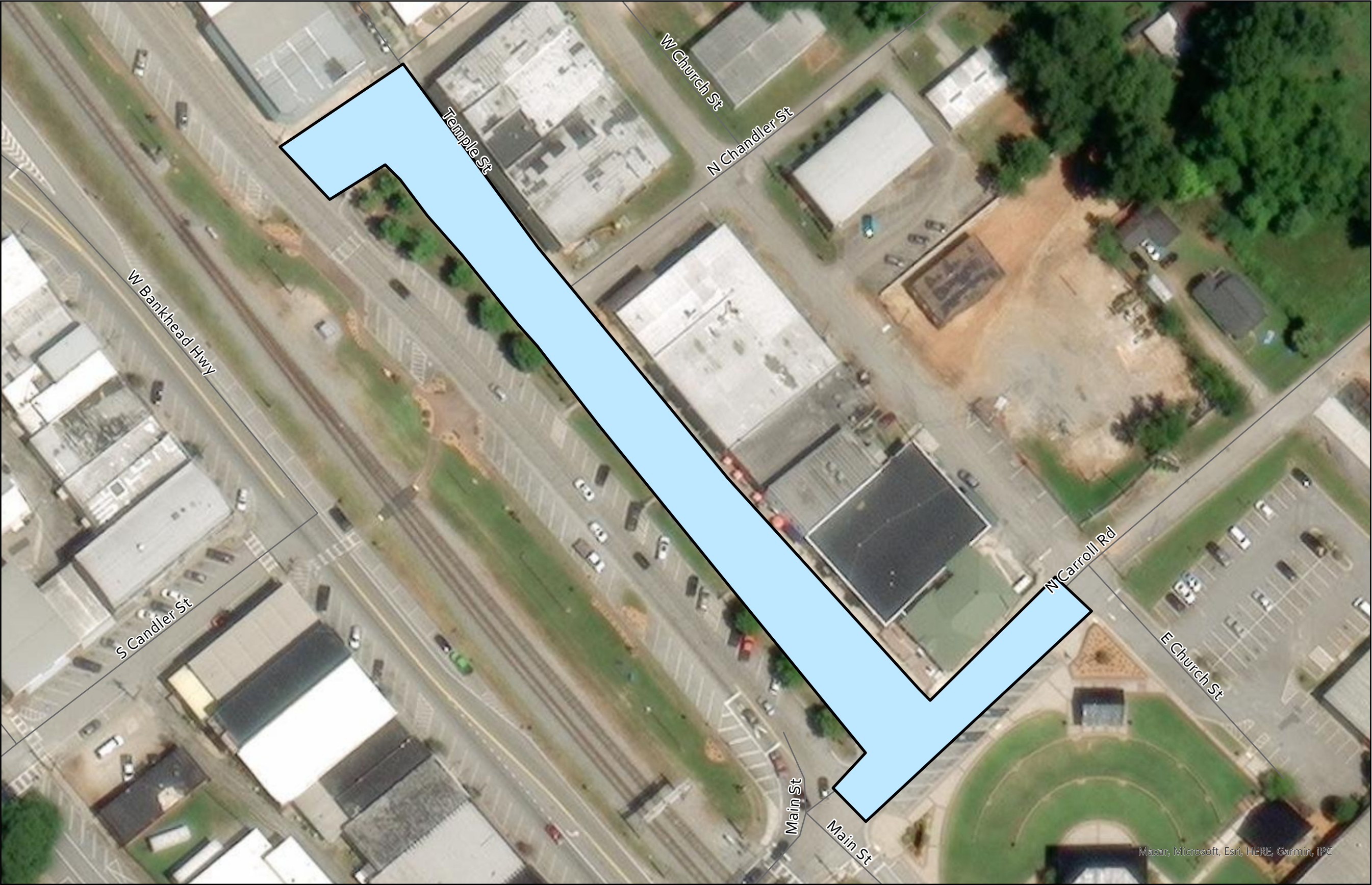
BID OPENING @ 11:00 AM

Date: March 21, 2025

Location: City Hall Conference Room

Paving Contractor	DATE	TIME	BID Price Quote
Atlanta Paving & Concrete Inc	3/20/2025	3:38pm	\$147,703.50
NWGP Inc	3/21/2025	8:54am	\$136,795.00
Bartow Paving Company Inc	3/21/2025	10:05am	\$165,852.20
Vertical Earth Inc	3/21/2025	10:39am	\$159,815.50
Piedmont Paving Inc	3/21/2025	10:46am	\$199,891.60
Triple R Paving & Construction Inc	3/21/2025	10:48am	\$135,163.80
Magnum Paving Inc	3/21/2025	10:58am	\$112,097.50
RP Paving Solutions	3/21/2025	10:59am	\$136,364.60

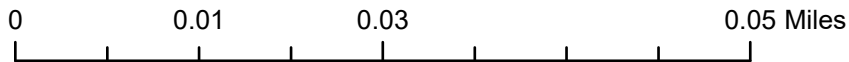
City of Villa Rica
Main Street Plaza Paving Project



Legend

- Main Street Plaza Paving Project Area
- Roads

N





CONTRACT BID DOCUMENTS

And

SPECIFICATIONS

For

CITY OF VILLA RICA

**2025 Main Street Plaza Paving Project
Consisting of Milling and Plant Mix Resurfacing,**

PROJECT NUMBER

2025-TP-01

February 18, 2025

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Section A

ADVERTISEMENT FOR BIDS

City of Villa Rica 2025 Main Street Plaza Paving Project Project Number 2025-TP-01

Separate, sealed bids will be received for furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the aforementioned project.

Bids will be received by the City of Villa Rica, Villa Rica Georgia, herein referred to as “Owner” and Digital copies of the Bid Documents will be provided at no charge. For additional information, contact Mark Teal at 770-378-2408 or TealE2.Consulting@gmail.com (email is preferred).

Sealed Bids must be received by 11:00 AM (local time) at the City of Villa Rica, Attn: Purchasing Director, 571 Bankhead Hwy, Villa Rica, GA 30180 on March 21, 2025. After such time on the same day, bids will be publicly opened and read aloud in the City Hall Conference Room, 571 W. Bankhead Hwy, Villa Rica, Georgia. Bids received after the designated time will not be considered. Bids shall be clearly marked and sealed.

The Major Items of Work Consist of:

1. Traffic Control
2. Recycled Asphalt Concrete 19MM, 125 Tons
3. Recycled Asphalt Concrete 9.5MM, 420 Tons
4. Bituminous Tack: 1,000 Gallons
5. Milling at variable depths 0” to 4”: 5,000 square yards
6. Thermoplastic Striping: 4,000 LF
7. Water Valve Adjustments: 4

The owner reserves the right to accept or reject any or all bids in the best interest of the City.

Work is as specified in the Bid Document and is to be done in accordance with current GDOT standards and specifications.

No bid will be accepted from a bidder who has not received a set of bid documents from the above-mentioned office. **No bid will be accepted from a bidder who does not meet the pre-qualification requirements outlined in paragraph B.01.**

Each bid must be accompanied by a bid bond prepared on an accepted form, duly executed by the bidder, in the amount of five percent (5%) of the bid.

Owner reserves the right to waive any formality or informality or to reject any or all bids, to evaluate bids, and to accept any bid which in its opinion may be for the best interest of Owner. The owner has

the right to add to and delete from the contract once it has been awarded. Award, if award is made, will be to the lowest responsive, responsible bidder.

The successful bidder for this contract will be required to furnish a satisfactory performance bond and labor and material payment bond, each in the amount of one hundred percent (100%) of the bid.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Non-discrimination Policy-As set forth in the Americans with Disabilities Act of 1992, the City of Villa Rica government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice (seven working days). For more information regarding this issue, please contact the City Clerk's Office at (678) 840-1229. It is the policy of the City of Villa Rica government not to discriminate on the basis of race, gender, age or national origin. Villa Rica encourages the considerations of DBE's (and Disadvantage Business Enterprises).

Section B
INSTRUCTIONS TO BIDDERS

B.01. PREQUALIFICATION OF BIDDERS:

Before submitting a bid in excess of \$200,000.00 the bidder shall have pre-qualified with the Georgia Department of Transportation (GDOT) and received a Certificate of Qualification in accordance with the rules and regulations approved and adopted by the State Transportation Board. Bidders submitting bids of \$200,000.00 or less may be exempt from pre-qualification requirements. In addition, the aggregate total amount that a non-pre-qualified Bidder may have under contract shall not exceed \$1,000,000.00.

Bidders intending to consistently submit proposals shall pre-qualify at least once a year. However, qualifications may be changed during that period upon the submission of additional favorable reports or upon unsatisfactory performance.

B.02. RECEIPT AND OPENING OF BIDS

The City of Villa Rica Mayor and City Council, Villa Rica, Georgia, herein called the "Owner," invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the date and at the time indicated on the Advertisement for Bids. After such time on the same day, bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

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

B.03. PREPARATION OF BID

Each bid must be submitted on the prescribed form, prepared and provided by the Owner. All blank spaces for bid prices must be filled, with ink. All required enclosed certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope, addressed to the Owner, bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid forms.

All bids not meeting the aforementioned criteria for bid submittal will be declared non-responsive, will not be opened and will be returned to the Bidder unopened.

B.04. METHOD OF BIDDING

The unit or lump sum price of each of the items in the bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such addition or subtraction in quantities of such items of work (i.e. difference in cost) shall not increase or decrease the total original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and specifications as provided for under general conditions and special conditions.

Bid prices shall include everything necessary for the completion of the work including, but not limited to, providing the equipment, materials, tools, plant and other facilities, and the management, superintendence, labor and services.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in the bid schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

If the unit or lump sum price for an item or items is to equal no dollars and no cents (zero cost) then the following format will be accepted as a responsive bid:

-0- (in figures), Zero (in words)
0.00 (in figures), Zero Dollars & Cents (in words)

A bid in which a unit or lump sum price for an item is either left blank or designated by a slash (/), hyphen (-) or line (___) will be regarded as non-responsive, and the bid will be rejected.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including any addenda. After bids have been submitted, the Bidder shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

The quantities listed in the unit price bid form shall be considered as approximate and will be used only for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed in accordance with the contract, and it is understood that the quantities may be increased or decreased as provided in the general conditions without in any way invalidating the unit bid prices.

B.05. TELEGRAPHIC MODIFICATIONS

Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic communication over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

B.06. ADDENDA

Each bid schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued and emailed by the Owner during the bidding period. In addition, each acknowledgment on the bid form must be signed and included with the bid. Failure to acknowledge may result in the bid being rejected as non-responsive.

B.07. LAND ACQUISITION

The Owner shall provide to the successful Bidder, all the information which is pertinent to, and which delineates and describes, the land owned and rights-of-way or easements acquired or to be acquired.

B.08. BID GUARANTY

Each bid must be accompanied by cash, cashiers or certified check payable to City of Villa Rica or a bid bond attached hereto, duly executed by the Bidder as principal and issued by a surety listed in the latest issue of U.S. Treasury Circular 570, registered in the State of Georgia, and approved by the Owner in the amount of not less than five percent (5%) of the total amount of the base bid, as a guarantee that the Bidder will enter into a contract and furnish bonds, within ten (10) days after notice of award of contract to him.

Such cash, checks or bid bonds will be returned to all except the three lowest bidders within ten (10) days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of the bids, upon demand of the Bidder anytime thereafter, so long as he has not been notified of the acceptance of his bid.

B.09. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

B.10. INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing, addressed to the engineer at bellriott@villarica.gov, and in order to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. All addenda so issued shall become a part of the contract documents. All questions and responding answers will be emailed to firms that have purchased bid documents.

B.11. SITE EXAMINATION

The site of the proposed work is shown on the drawings.

The Bidder, before making his bid, shall examine the drawings, specifications and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize him with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

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

B.12. LAWS AND REGULATIONS

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

B.13. EXECUTION OF BID DOCUMENTS

The Contractor, in signing his bid on the whole or any portion of the work, shall conform to the following requirements:

- A. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

- B. Bids, which are signed for a partnership, shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the bid a power of attorney executed by the partners evidencing authority to sign the bid.
- C. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall also be affixed to the bid.

B.14. METHOD OF AWARD

The contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. Award will be made on the basis of the prices given in the base bid. The Bidder to whom the award is made will be notified at the earliest possible date. The owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

A responsive Bidder shall be one who submits his bid in the proper form without qualification or intent other than as called for in the specifications and on the contract drawings and who binds himself on behalf of his bid to the Owner with the proper bid bond or certified check completed and attached, and who properly completes all forms required to be completed and submitted at the time of the bidding.

B.15. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a contract performance bond and a payment bond executed by a surety company listed in the latest issue of U.S. Treasury Circular 570, registered and duly authorized to do business in the State of Georgia, and signed (or countersigned) by a local agent, each in an amount at least equal to one-hundred percent (100%) of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor in connection with the contract.

The surety shall be acceptable to the Owner and the bond shall be executed on the form attached. In case of default on the part of the contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Contractors will be required to give a one-year guarantee covering workmanship and materials of the project. The contract performance bond shall remain in force for one year from date of acceptance of the completed construction and shall include the guarantee.

The Contractor shall pay the cost of this bond.

B.16. INSURANCE PROOF OF CARRIAGE

Prior to execution of contract documents, a certificate of insurance will be required as outlined in Section I of these specifications, Insurance Requirements for Contractors.

B.17. AWARD OF CONTRACT

The Bidder to whom the contract is being awarded will be required to execute the agreement by completing **(3) Contract Bid Documents** and obtaining the performance bond, payment bond and insurance within ten (10) calendar days from the date when the notice of award is issued to the Bidder. In case of failure of the Bidder to execute the agreement, the owner may consider the Bidder in default, in which case the bid bond or check accompanying the bid shall become payable to the Owner. **A “Contractor & Sub-Contractors Affidavit (E-Verify)” form will be required for the contractor and any subcontractors. Please refer to Section J for the forms.**

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond, insurance certificates and the agreement signed by the Contractor to whom the contract is being awarded, shall sign the agreement and return to such Contractor an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the Bidder may, by written notice, withdraw the signed agreement. If the reason for not signing the agreement is not the fault of the Bidder/Contractor, then the bid bond or check will be returned.

B.18. CONTRACTOR AFFADIVIT (E-VERIFY)

The Contractor and any subcontractors will be required to comply with **O.C.G.A. § 13-10-91(b)(1)-Contractor Affidavit.**

B.19. NOTICE TO PROCEED

The delivery to the contractor of a notice stating that construction is authorized constitutes Notice to Proceed. The contractor shall do no work under the contract until receipt of the Notice to Proceed and the City will not be obligated to pay for work done prior to receipt of the Notice to Proceed. Contract time charges will begin on the date that the contractor starts work or 10 days after the Notice to Proceed, whichever occurs first.

B.20. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The City of Villa Rica in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

B.21. TITLE VI ASSURANCES

1. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT) Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, regarding the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Villa Rica to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Villa Rica as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanction for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Villa Rica shall impose such contract sanctions as it, the Georgia Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto.

B.22. CONFLICT OF INTEREST

By signing and submitting this Contract, I hereby certify that employees of the Company or employees of any Company supplying material or subcontracting to do work on this Contract

will not engage in business ventures with employees of the City of Villa Rica, Georgia nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

B.23. DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of The Official code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

“As part of the Subcontracting Agreement with _____ (Contractor’s Name), _____ (Subcontractor’s Name) certifies to the Contractor that a drug-free workplace will be provided for the Subcontractors employees during the performance of this Contract pursuant to Paragraph (7) of Subsection B of Code Section 50-24-3.”

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Section C

DESCRIPTION OF THE WORK

2025 Main Street Plaza Project Consisting of Milling and Plant Mix Resurfacing

Work is as specified herein and is to be done in accordance with current GDOT standards and specifications.

Traffic Control:

The Contractor will select the appropriate traffic control plan for the work in accordance with Part 6 of the current edition of the Manual of Uniform Traffic Control Devices and the Georgia Department of Transportation Standards, Specifications, and Special Provisions. Variation(s) will require approval of the Engineer. **Working hours for this project are 7am-7pm M-F and 9am to 5pm on Saturday. No Sunday work is allowed.**

The Contractor will be responsible for furnishing, installing, maintaining, and removing appropriate Advance Warning signs and temporary traffic control signs for the duration of the project.

The Contractor will also be responsible for installing, maintaining, and replacing damaged or missing signs until Final Acceptance.

The Contractor will be responsible for providing, installing, and maintaining all other necessary signs, traffic control devices, certified flagmen, materials, equipment, and personnel necessary to complete the work.

Construction barrels, **if needed**, shall be installed before the work begins and shall be maintained as required while in use.

All Temporary Traffic Control including the procurement, installation, and maintenance of signs will be paid under Lump Sum Traffic Control.

Temporary striping shall be applied to parking spaces within 48 hours of the completion of the interim or final surfacing is completed. Failure to apply temporary paint before the 48 hour time limit will result in non-refundable deductions in accordance with GDOT Special Provision Section 150.08, Enforcement, for non-performance of the Work. Turn Arrows may be excluded from Temporary Striping. Temporary Reflectorized Tape shall be removed prior to applying Temporary Striping. Temporary Striping will be paid under Traffic Control, Lump Sum.

Recycled Asphalt Concrete 9.5MM, 19 MM, and Bituminous Tack:

This work includes constructing one or more courses of bituminous plant mixture in accordance with the Job Mix Formula(s) on the prepared base or previously placed paving courses. The pavement courses shall conform to the lines, grades, thicknesses, and typical sections shown herein or established

by the engineer. The use of an Automatic Screed Control System as described in GDOT Special Provision Section 400 is required to construct the desired cross slope as shown on the Typical Section and as directed by the Engineer.

The maximum difference in elevation between adjacent travel lanes that may be left without active traffic control shall be 2”.

Side roads and driveway tie-ins shall be constructed to the proper lengths and widths to establish a smooth ingress and egress during each stage of the paving operation. All cleanup shall be completed within 15 (fifteen) days of the completion of the work.

Mill Asphalt Concrete Pavement:

This work consists of milling existing asphalt concrete pavement as shown on the street descriptions and drawings and restore proper grade for a smooth joint tie-in between the existing pavement and new construction as may be required and as directed by the engineer. No transverse vertical milled edges shall be left exposed to traffic. Milled transverse edges shall be temporarily ramped using a paper joint and hot mix at a slope not to exceed 4 feet of length for each inch of vertical elevation difference.

Permanent Striping, Thermoplastic Traffic Stripe:

This work consists of furnishing and applying thermoplastic reflectorized pavement markings and striping. Ensure that the markings conform to the details and locations, the specifications and the Manual on Uniform Traffic Control Devices. Thermoplastic traffic striping shall be applied to all parking spaces.

Section D

BID SCHEDULE

MADE TO: CITY OF VILLA RICA
571 W. BANKHEAD HWY
VILLA RICA, GEORGIA 30180

PROJECT NAME: **2024 Main Street Plaza Roadway Paving Project
Consisting of Milling and Plant Mix Resurfacing**

The undersigned, as Bidder, hereby declares that the only person or persons, company or parties interested in this bid is or are named herein; and that this bid is made without connection with any other person, company or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work, has read and understands the plans, specifications and contract documents relative thereto, and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully regarding all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment and incidentals necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets or other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation these dealing with the disposition of bid security. The Bidder agrees that, at the time of signing the contract, he will furnish the performance bond and payment bond in the forms attached hereto, each in the amount of one hundred percent (100%) of the contract price. Bidder will also furnish all the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated and specified in the plans, specifications and bid schedule. The Owner will reimburse the Contractor for the completed work after suitable documentation is submitted.

SCHEDULE OF ITEMS

2025 Main Street Plaza Roadway Paving Project Consisting of Milling and Plant Mix Resurfacing

PROJECT NUMBER 2025-TP-01

DETAILED ESTIMATE					
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1		
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	420		
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	140		
413-1000	BITUMINOUS TACK COAT	LS	1		
432-5010	MILL ASPH CONC, VARIABLE DEPTH 0” to 1.5”.	SY	5,000		
652-1804	GDOT CROSSWALKS (8”) White	LF	150		
652-0095	HANDICAP SYMBOL	EA	10		
652-6504	HANDICAP PARKING THERMO STRIPING (4”)	LF	600		
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	3,000		
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	1,000		
611-8140	ADJUST VALVE BOXES	EA	3		
	RAILROAD WARNING STRIPING	EA	1		

TOTAL _____

Contract Time and Liquidated Damages:

Within 10 days after Notice to Proceed has been issued, the contractor shall begin sampling and testing to determine appropriate mix design(s) for the project. Contract Time charges will begin on the date the contractor begins work, or 45 days after the Notice to Proceed, whichever occurs first. Bidder hereby agrees to complete the project within **60 calendar days** from the date time charges begin. If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current edition of the GDOT Standard Specifications.

Receipt is acknowledged of the following addenda:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

Respectfully submitted,

Company

Date: _____

By: _____
Signature

Typed Name

Title

Address

City/State/Zip Code

() _____
Telephone

() _____
Fax Number

CORPORATE SEAL

Section E

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called the Bidder, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as surety, hereinafter called Surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, as Obligee, in the sum of _____ Dollars (in words), (\$_____) (in figures), for the payment of which sum well and truly to be made, the said Bidder and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**City of Villa Rica
2025 Main Street Plaza Roadway Paving Project
2025-TP-01**

Project Number 2025-TP-01; and consisting of the work outlined herein.

NOW THEREFORE, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the execution thereof, or in the event of the failure of the Bidder to enter such contract and give such bond or bonds, if the Bidder shall pay the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in contract documents.

Signed and sealed this _____ day of _____ A.D. _____

Attest:

_____(SEAL)
Principal (Bidder)

BY _____
Signature

Typed Name

Title
Attest _____(SEAL)
Surety

By _____
Signature
Attorney-in-Fact

Typed Name

(Attach Certified Copy of Power of Attorney)

Section F

AGREEMENT/CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____ in the year 20____,
by and between the CITY OF VILLA RICA hereafter called the "Owner," and
_____ hereinafter called the "Contractor."

WITNESSETH

That the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

F.01. WORK

The Contractor shall perform all work as specified or indicated in the contract documents for the completion of the project generally described as *2025-TP-01, 2025Main Street Plaza Roadway Paving Project Consisting of Milling and Plant Mix Resurfacing*.

The Owner shall not be liable to the Contractor for any neglect, default, delay, or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contract or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

F.02. ENGINEER

The project will be overseen by the City Engineering Consultant who is hereinafter called Engineer, and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

F.03. CONTRACT TIME

The Contractor should commence the work required by the contract documents within ten (10) calendar days after the date of the notice to proceed and will complete the same within the time frame specified in the bid schedule, unless the period for completion is extended otherwise by the contract documents.

F.04. CONTRACT PRICE

The Contractor agrees to perform all the work described in the contract documents and comply with the terms therein for the sum of _____ Dollars (in words), (\$ _____) (in figures), and/or as shown in the bid schedule.

F.05. PAYMENTS

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, testing, quality control, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

F.06. PROGRESS AND FINAL PAYMENTS

The owner shall make progress payments on account of the contract price based on Contractor's application for payment as approved by the Engineer, within **thirty (30)** days following receipt of approved request during construction. All progress payments will be based on the progress of the work, less 10% retainage.

F.07. CONTRACT DOCUMENTS

The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. ADVERTISEMENT FOR BIDS
- B. INSTRUCTIONS TO BIDDERS
- C. DESCRIPTION OF THE WORK
- D. BID SCHEDULE
- E. BID BOND
- F. AGREEMENT/CONTRACT
- G. PERFORMANCE BOND
- H. PAYMENT BOND
- I. INSURANCE REQUIREMENTS FOR CONTRACTORS
- J. CONTRACTOR & SUB-CONTRACTORS AFFIDAVIT (E-VERIFY)
- K. GENERAL CONDITIONS
- L. LOCATION MAPS, TYPICAL SECTIONS, CONSTRUCTION DETAILS

F.08. MISCELLANEOUS

- A. Terms used in this agreement/contract are defined in the general conditions and shall have the meanings described therein.

- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically,

Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- C. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- D. Contract documents constitute the entire agreement/contract between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a change order.

F.09. RECORD DRAWINGS

The Contractor shall submit an accurate set of up to date “RECORD” as-built drawings to the Engineer if the work is revised from the original plans and approved by the Engineer. The contractor shall mark all the changes on the contract drawings showing such revisions with all measurements and calculations that apply.

IN WITNESS WHEREOF, the parties hereto have executed this agreement/contract the day and year first written above. The MAYOR to execute this agreement/contract the same being recorded in the

Minutes of the Villa Rica City Council meeting dated _____.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original.

_____ CONTRACTOR	<u>Mayor, City of Villa Rica</u> OWNER
_____ Signature	_____ Signature
_____ Typed Name	_____
_____ Title	<u>Mayor, City of Villa Rica</u>
_____ Date	_____ Date
Attest:	Attest:
By _____ Secretary	By _____ Clerk
(Seal)	Approved As To Form: _____ City Attorney

Section G

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with Owner for **Project 2025-TP-01 Main Street Plaza Roadway Paving Project Consisting of Milling and Plant Mix Resurfacing** in accordance with the Bid Document and specifications prepared and issued by the City of Villa Rica which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

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

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest: _____ (SEAL)
Principal (Bidder)

BY
Signature

Typed Name

Title

Attest _____ (SEAL)
Surety

By
Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY
The City of Villa Rica
(Bond must not be dated prior to date of Agreement)

Section H

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, in the sum of _____ dollars (in words), (\$_____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for _____ in accordance with drawings and specifications prepared by the City of Villa Rica which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any

place where any office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in the State or Superior Court of Carroll or Douglas County.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

_____(SEAL)
Principal (Bidder)

BY

Signature

Typed Name

Title

Attest

_____(SEAL)
Surety

By

Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY
The City of Villa Rica
(Bond must not be dated prior to date of Agreement)

Section I

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid, but only if the Contractor is allowed to pass the insurance premium onto the CITY.

I.01. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. General Liability

\$2,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

B. Automobile Liability

\$2,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

C. Workers' Compensation and Employers' Liability

Workers' Compensation shall be provided at the Statutory Minimum as required by State Law.

I.02. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the city, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

I.03. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Coverage

1. The City, its officers, officials, employees, and volunteers are to be named and covered as additional insured's as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or

automobiles owned, leased, hired or borrowed by the contractor. The Contractor's insurance shall be primary to any insurance maintained by the City.

The coverage shall contain no special limitation on the scope of protection afforded to the City its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the City for claims asserted against the City for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

I.04. ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or acceptable to the City of Villa Rica.

I.05. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

I.06. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

SECTION J

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Contractor's Address

City of Villa Rica Project # 2025-TP-01
Name of Project

City of Villa Rica, Georgia
Name of Public Employer

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

Executed on _____, ___, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a subsubcontractor has received an affidavit from any other contracted subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Subcontractor's Address

City of Villa Rica Project # 2025-TP-01

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). The sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Subcontractor's Address

City of Villa Rica Project # 2025-TP-01

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Section K**GENERAL CONDITIONS****PART I - GENERAL INFORMATION****K.1.01. DEFINITIONS OF WORDS AND TERMS**

Where used in these general conditions or in the other contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

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

Act of God. Cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as Acts of God.

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

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

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

City. City of Villa Rica, Georgia

Contract Documents. The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all modifications issued after the execution of the Agreement.

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

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

Contractor. The individual, partnership, corporation or combination thereof, including joint ventures who enter in the Contract with the Owner for the performance of the work.

Day. Calendar day.

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

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

Engineer. The City Engineering Consultant for the City of Villa Rica.

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

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

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

May. Refers to, permissive actions.

Owner. The City of Villa Rica.

Owner's Representative. The person designated in writing by the Owner to act as his agent on specified matters relating to this contract.

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

Project. The work as a whole under this contract, including all labor, excavation and grading, pipeline construction, structures, etc. and all other items included in the contract documents.

Provide. Furnish and install, complete in place.

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

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

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

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

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

K.1.02. CONTRACT AND CONTRACT DOCUMENTS

The contract documents as enumerated in Section F of the Agreement/Contract shall form this contract and the provisions thereof, and shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provision to which they refer.

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

K.1.03. ENGINEER'S AUTHORITY

The Engineer shall give all orders and directions contemplated under this contract and specification relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

Upon request any decisions, instructions or interpretations will be issued in writing. Any exceptions that the Contractor may take to such decision of the Engineer shall be made in writing within five (5) days of such ruling and before the work involved is performed; otherwise, it will be considered that such decisions, instructions or interpretations are accepted without question.

K.1.04. GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship. The following provisions apply to the Contractor's Guaranty:

- A. All structures erected under this Contract shall be fully guaranteed by the Contractor for a period of one (1) year from the date of final inspection and acceptance by the Owner.

This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

- B. All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the Owner, at the Contractor's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the Owner.

- C. It is the intent of these provisions that all pipelines (both underground and above ground), together with all appurtenances attached thereto, under this contract, shall be classified as structures.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

The performance bond shall remain in full force and effect through the guarantee period.

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions, shall be void to the extent of such conflict or inconsistency.

K.1.05. RIGHT OF THE OWNER TO TERMINATE CONTRACT

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

contractor's work to be completed in accordance with the terms of this agreement shall be the responsibility of Contractor.

K.1.06. PAYMENTS TO CONTRACTOR

The owner shall make a progress payment of not more than one payment per month to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract to insure the proper performance of this Contract. The Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract.

- A. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- B. The project name and project number shall be shown on all invoices and correspondence.
- C. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have made, or the restoration of any damaged work, or as a waiver of the Owner to require the fulfillment of all terms of the contract.
- D. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety, in paying any unpaid bills of the Contractor. The Owner shall be deemed the agent of the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- E. The Contractor, before submittal of the final pay request, shall submit an up to date “RECORD” set of drawings if the work is revised from the original plans and approved by the Engineer. Payment will be withheld until these documents are submitted.

All “Record Drawings” shall be accurate and legible, depicting to the best of the Contractor’s ability, all materials or equipment, actually in place as specified in the approved revisions. The drawings shall contain all appropriate locations, dimensions, depths, stations, offset distances, etc., and all applicable easements.

K.1.07. PAYMENTS BY CONTRACTOR

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

K.1.08. LAWS, REGULATIONS AND PERMITS

A. GENERAL

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the contract documents, drawings or specifications are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules and regulations.

B. PERMITS AND LICENSES

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.

C. PAYMENTS AND ROYALTIES

The costs involved in fees, royalties or claims for any patented invention, article process or method that may be used upon or in a manner connected with the work under this contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and his sureties shall protect and hold the Owner and the Engineer, together with their officers, agents and employees, harmless from any and all loss, defense cost, and expenses against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the Owner for determination of general conformance to the design concept and the construction contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, his officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

K.1.09. SURVEYS

- A. The Owner shall furnish all necessary boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- B. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

K.1.10. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every working day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit is fixed by such extension shall be the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the government;
- B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections A and B of this article;

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

K.1.11.CHANGES IN WORK

A. GENERAL

Whenever the Contractor is directed to perform extra work on a time and expense basis, he will maintain accurate records. Each day a record of labor, materials and equipment costs will be submitted to the Engineer for verification. These records will reflect the actual and necessary expenses pertaining to the extra work and shall be available for audit. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

Payments to the Contractor for extra work performed on a time and expense basis shall consist of the actual necessary expense for doing the extra work, plus an allowance of fifteen percent (15%) of labor, material and equipment rental for overhead, general superintendence and profits, plus one percent (1%) for bond. This basis of payment applies to work done by a subcontractor, except the one percent (1%) allowance for bond shall not apply to work performed by a subcontractor. When the work is done by a subcontractor, the Contractor may add five percent (5%) to the subcontractor's charges to cover overhead and profit and one percent (1%) for bond.

In determining time and expense compensation, the term "actual necessary expense" shall mean the sum of (1) materials and equipment, (2) labor, (3) supervision, (4) construction equipment, (5) professional services and (6) other costs. Charges for such items shall mean the actual cost whether incurred by the Contractor, a subcontractor or others. The items making up "actual necessary expense" are defined as follows:

1. **Materials and Equipment.** Costs for materials and equipment provided by the Contractor and necessarily used in the work shall include applicable taxes.
2. **Labor.** The cost of labor shall be the sum of actual wages, labor surcharges and subsistence and travel allowances. Actual wages paid shall include employer payments to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. The labor surcharge includes applicable labor related taxes, Workers Compensation Insurance premiums, public liability and property damage insurance premiums, and other legally required costs directly related to labor. Where subsistence and travel allowances are required for performance of extra work, the charges shall consist of the actual amount paid to each worker for these items.
3. **Supervision.** If, in the Owner's judgment, full time supervision of the extra work is required, it will be authorized in writing by the Engineer, and charges for such supervision will be included as an actual necessary expense. Charges for supervision of the extra work by the Contractor's representative are not regarded as part of actual necessary expense.

4. **Construction Equipment.** Charges for the use of construction equipment required in the performance of extra work shall be based on rental rates set forth in the State of Georgia current official published document covering rental of equipment used on force account work. For equipment not listed in said document, the rental rate shall be as listed by the local section of the Associated General Contractors. If the equipment is not listed by the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and the Owner prior to the use of said unlisted equipment. The reasonable cost of moving equipment onto and off the job site shall be included, but equipment rental shall not be paid when the equipment is inoperative due to breakdowns.
Individual pieces of equipment or small tools having a replacement value of One Hundred Dollars (\$100.00) or less shall be considered expendable, and no payment therefore shall be made.

When equipment is used on the extra work for less than five (5) days, hourly rates shall be used. Less than thirty (30) minutes of operation shall be considered one-half hour of operations. When equipment is used on the extra work for more than five (5) days, daily rates shall apply.

In this case, less than four (4) hours of operation shall be considered to be one-half day of operation.

5. **Professional Services.** Professional services shall be included in "actual necessary expense," provided that both the Owner has determined that such services are necessary and the Engineer has authorized in writing the provision of such services.
6. **Other Costs.** Charges for items not included in paragraphs numbered (1) through (5) of this section may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Engineer.

K.1.12. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, and all processes of manufacture shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site.

K.1.13. EXTRAS

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon

shall be paid for at the price stipulated in the proposal, and no claims for any extra work will be honored unless the work was ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Section 12.1.11 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost, and when requested by the Owner, give the Owner access to accounts relating thereto.

PART II - DRAWINGS AND SPECIFICATIONS

K.2.01. CORRELATION AND INTENT OF DOCUMENTS

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

The intent of the documents is to provide all construction and completion in detail of the work, and it is understood that the Contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications; if, however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications.

K.2.02. DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS

A. ERRORS AND OMISSIONS

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field work, he shall immediately inform the Engineer in writing. The Engineer shall promptly review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Owner shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized by the Engineer.

In the event the Contractor disagrees with any determination or decision of the Engineer, the Contractor may within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision to the Owner's representative. The Owner's representative shall review the appeal and transmit his

decision in writing to the Contractor within thirty (30) calendar days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the Engineer within said fifteen (15) day period shall constitute a waiver of the Contractor's right to thereafter assert claim resulting from such determination or decision.

B. CONFLICTING PROVISIONS

Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor shall request a clarification from the Engineer.

C. UTILITIES

It shall be the responsibility of the Contractor to determine the exact location of existing utilities and service connections thereto. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections, prior to commencing work, which could result in damage to such utilities.

The contractor shall comply with the Georgia Utility Facility Protection Act and contact the Utilities Protection Center at Georgia 811 for the purpose of coordinating and marking underground utilities.

Work on utilities shall be performed and paid for as follows:

1. **Known Utilities.** The Contractor shall provide all labor, equipment, materials and services necessary to remove, relocate, or maintain utilities specified on the drawings. The work on each utility shall be performed in a manner satisfactory to the utility owner. The utility owner has the option of doing such work with his own forces at the Contractor's expense or permitting the work to be performed by the Contractor.
2. **Service Connections.** Locations of service connections are not shown on the drawings. The Contractor shall provide all labor, equipment and material to maintain service connections. The work on service connections shall be performed in a manner satisfactory to the service connection owner. The service connection owner has the option of doing such work with his own force at the Contractor's expense or permitting the work to be performed by the Contractor.

K.2.03. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the

Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of work. Each such schedule shall be subject to change from time to time in accordance with the progress of the work.

K.2.04. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Engineer five copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with five (5) corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in, or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notified the Engineer in writing of any deviations at the time he furnished such drawings.

K.2.05. MATERIALS, SERVICES AND FACILITIES

A. GENERAL

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

Any work to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

B. MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to two (2) or more patents, brand names or catalog numbers, it shall be understood that these references are for the purpose of defining the performance, or other salient requirements, and that other materials or equipment, of equal capacities, quality and function, shall be considered by the Owner upon the Contractor's request for substitution.

C. SINGLE SOURCE PRODUCTS

If material or equipment is specified by only one patent or proprietary name or by the name of only one manufacturer, it is for the purpose of standardization, or because the Owner knows of no equal.

Any material, article or equipment of other manufacturers and vendors, which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

K.2.06. CONTRACTOR'S TITLE TO MATERIALS

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

K.2.07. INSPECTION AND TESTING OF MATERIALS

- A.** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. **This is an “Off-System” project. Plant mix verification and weight tickets are required.**
- B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- C. Quality Control / Quality Assurance (QC/QA) shall be performed by the contractor in cooperation with a qualified testing firm(s) as **may be** required. Sampling and testing shall be done in accordance with the GDOT specifications. No separate payment will be made for QC/QA, sampling and testing.

K.2.08. WEATHER CONDITIONS

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

K.2.09. INSPECTIONS

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

K.2.10. REPORTS, RECORDS AND DATA

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

PART III - CONTRACTOR'S RESPONSIBILITIES

K.3.01. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein specified, in accordance with the provisions of this contract and specifications, and in accordance with the plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The constructor shall observe, comply with, and subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

K.3.02. PROTECTION OF WORK AND PROPERTY

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

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

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

K.3.03. SUPERINTENDENCE BY CONTRACTORS

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

K.3.04. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

Contractor shall defend, indemnify and hold harmless the Owner, their respective successors and assigns and their respective officers, employees and agents (collectively referred to as the "Indemnitees"), and each of them, from and against any and all claims, liabilities, damages, fines, penalties or costs of any nature (including reasonable attorneys' fees) resulting in death of or injury to any person or loss of or damage to any property, arising out of or in any way related to the Work, except to the extent caused by the sole negligence of Indemnitees, or any one of them. This indemnification provision is in addition to, and not in lieu of, any other indemnity agreements contained in the Contract Documents.

K.3.05. SEPARATE CONTRACT

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

K.3.06. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. No more than 70% of the contract value may be sublet or assigned to subcontractor(s).
- B. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the Contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

K.3.07. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damages to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- E. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- F. To affect all cutting, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

K.3.08. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause or claims or liability for damages.

K.3.09. LANDS AND RIGHTS-OF-WAY

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

K.3.10. MAINTAINING OPERATIONS

The Contractor shall schedule and execute this work so as to avoid interruption of existing services or operations, public or private. The Contractor will use every precaution to prevent damage to any existing facility, and in the event of damage will, at no expense to the Owner, repair and otherwise make good any damage to facilities resulting from his operations in connection with the contract. The Contractor will take whatever measures necessary to accurately determine the exact location of existing underground facilities prior to commencing construction.

K.3.11.LIENS

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

K.3.12. CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS

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

B. ASSIGNMENT OF CONTRACT

The contract shall not be assigned in whole or in part without the written consent of the Owner. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt, assignment of the contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency, shall be considered as failure to comply with the provisions of the contract and subject to the termination provisions contained herein.

C. WAIVER OF RIGHTS

Except as herein provided, no action or want of action on the part of the Contractor, Owner, Owner's representative, or construction manager at any time with respect to the

exercise of any right or remedies conferred upon them under this contract, shall be deemed to be a waiver on the part of the Contractor and Owner of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. AMENDMENT OF GENERAL CONDITIONS

These general conditions may be amended only by mutual consent of the Owner and the Contractor in writing.

K.3.13 CHOICE OF LAW AND FORUM SELECTION

This contract shall be interpreted under the laws of the State of Georgia. Any and all disputes arising out of this contract shall be submitted to the State or Superior Court of Carroll or Douglas County and the parties expressly consent to venue and jurisdiction therein.

Section L

LOCATION MAP, SCOPE, AND DETAILS

City of Villa Rica
Main Street Plaza Paving Project



0 0.01 0.03 0.05 Miles



55

2025-TP-01

Main Street Plaza Paving Project Detail Specifications and Scope

Area Description: Plaza Area as Depicted by Sketch

Area: ~5,000 yd²s

Milling Variable Depth to 1.5 inches: ~ 5,000 yd²s

Asphalt: Use 168 #/yd²

9.5 MM Type II Asphalt Superpave, Type 1, GP1 or 2, Blend 1, Including Bituminous Material and H

Lime: tonnage: ~420 tons

19MM Mix, GP1 or 2, Including Bituminous Material and H Lime: ~140 tons

Bituminous Tack

Handicap Symbols

Railroad Warning Striping

10 Standard Handicap striped spaces

150LF Thermoplastic Crosswalks (8")

5 Water Valve Adjustments

Scope:

The area in the project sketch depicts approximately 5,000 yd² of surface area. This area is to be milled and inlaid back with 9.5MM Superpave asphalt maintaining the existing pavement surface elevation. Once completed, thermoplastic striping will match existing striping including parking spaces, handicap spaces, crosswalks and Railroad crossing striping. Traffic control must be maintained in a manner to minimize the effects on the day-to-day operations of the City of Villa Rica Police Department.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request approval of the current left-hand turn lane addition at Mirror Lake Blvd design

AGENDA DATE: April 1st 2025

DATE PREPARED: March 18th, 2025

PREPARED BY: Diana DeSanto

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? Yes

PUBLIC HEARING: N/A

PURPOSE: The purpose of this agenda is to obtain approval of the design prepared by Falcon Design for the Mirror Lake Blvd left hand turn lane project. The original scope of work approved October 8th, 2024, included surveying, engineering, design, bid document preparation and construction administration. This approval will allow us to finalize utilities, submit to the state and complete the preparation bid documents and provide construction administration.

BACKGROUND: Falcon Design submitted a proposal for the following scope of work as it relates to the addition of a left-hand turn lane on Mirror Lake Blvd, prior to the light at Villa Rica Parkway. This proposal includes project scope and fees for survey database preparation, underground utility locates, construction drawings with technical specifications, right of way and construction easement plans, an engineer's estimate of probable cost and bidding assistance.

During the original update provided earlier this year, Council asked questions regarding the location to be widened, as well as a potential use of a pass lane.

Falcon provided the following reasons:

1. We did not consider widening the left turn lane from the centerline or towards the development to the south due to the following factors (please see attached .pdf with the red-clouded area of interest):

- There would be conflicts with existing storm water, water main, telecomm, conduit, and utility poles on the south side of the boulevard that would require relocation. At this moment, our design only impacts one water main gate valve and the few existing street lights on the north side in contrast.
- Proposed widening on the south side would require the reconstruction of the existing grass slopes, decel lane, curb & gutter, commercial signs, sidewalk, & concrete islands associated with the private access, requiring more involvement with the developer and **any**

existing commercial tenants (and likely requiring construction easements). By widening from the existing centerline to the north, we are able to avoid affecting all hardscape features on the development side and only impact the existing multi-use path for a portion of the project.

- Proposed widening plan east of the private access will require modification to the existing guardrail on the boulevard regardless of lane placement due to the taper required for the left turn lane's storage area. By widening on the north side exclusively, we are only impacting one side of the existing guardrail instead of both.
- The proposed guardrail on the north is necessary due to the limited clear zone between drivers and the multi-use path adjacent to the boulevard and doubles as shielding for the proposed retaining walls in our design.
- These factors, all together, justify widening solely towards the north as it has the least impact on existing infrastructure and development while remaining the most cost effective solution for the present conditions on the corridor.

Additionally:

2. The GDOT standard for a right-hand passing lane includes a 100' minimum passing area with adequate tapers on either side to return to the original edge of pavement. Our major concern with this option is the lack of a comprehensive traffic study showing the AM and PM Peak hour queue lengths for vehicles turning left into the site access that could exceed this minimum length. The presence of two or more left-turning tractor trailers would partially block the tapers, creating an unsafe condition for passing traffic. The current left turn storage lane represented in the plans is per the GDOT design policy manual and provides 230' of storage and a 50' taper, greatly decreasing the likelihood of this event. If the City chooses to pursue the passing lane option, we would need to investigate the site access traffic operations. I've attached a GDOT detail of a typical passing lane with some notes for your reference.

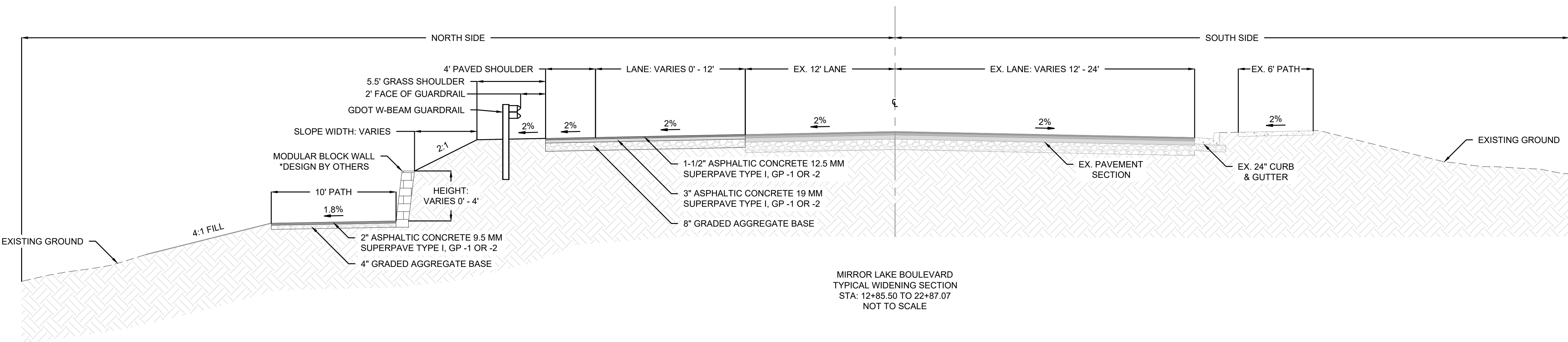
And finally,

I also asked Falcon Design Engineers about the right-turn-in and right-turn-out discussion previously held as well and wanted to provide additional context to that alternative as well. To create a right-in-right-out, we would need to convert the entrance to a concrete island, as well as provide a grass median or concrete island on Mirror Lake Boulevard to prevent anyone from attempting to cross left. Per the meeting with Falcon this morning, GDOT will not approve a right-in, right-out without a raised or divided center median. As this would still require additional tapering and guardrail, there would not be much savings for this alternative.

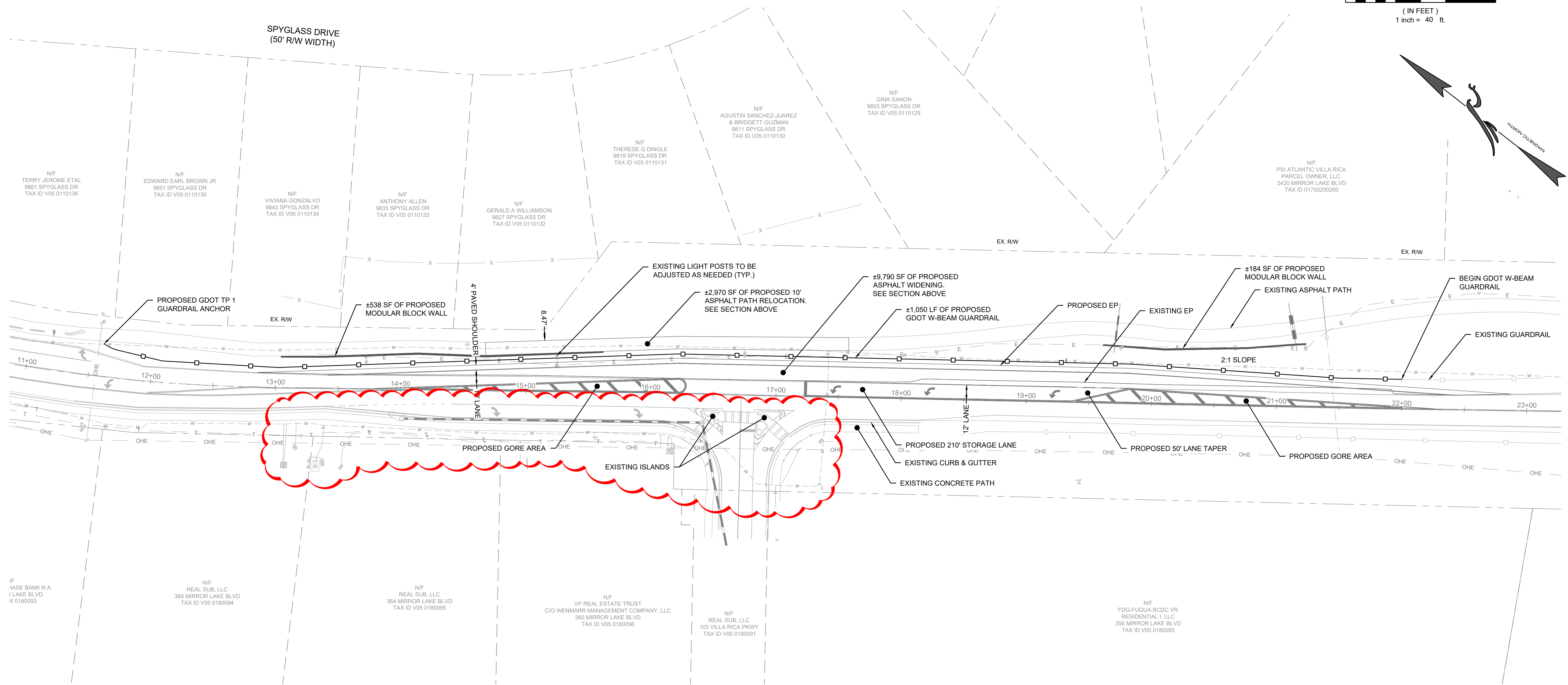
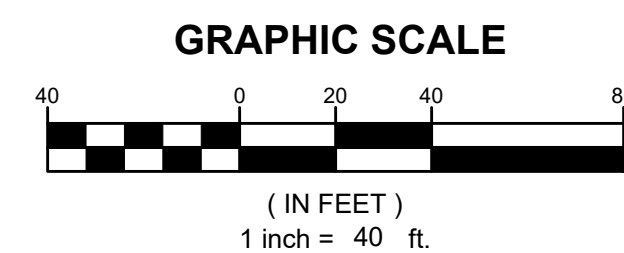
STAFF RECOMMENDATION: Staff recommends approval of this design from Falcon Design for the left-hand turn lane at Mirror Lake Blvd.

IMPACT: N/A

MOTION: I move to approve the design from Falcon Design for the left-hand turn lane on Mirror Lake Blvd.



LEGEND		
	PROPOSED	EXISTING
RIGHT-OF-WAY	R/W	R/W
BOUNDARY LINE		
PROPERTY LINE		
CURB & GUTTER		
EASEMENT		
BUILDING		
SIDEWALK		
FENCE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
WEIR INLET		
JUNCTION BOX		
SANITARY SEWER MANHOLE		
SINGLE WING CATCH BASIN		
DOUBLE WING CATCH BASIN		
STREET LIGHT		
STORM PIPE		
SEWER PIPE		
WATER MAIN		
CONTOUR (MAJOR)		
CONTOUR (MINOR)		
DRAINAGE BASIN LINE		



CIVIL
ENGINEERING
CONSTRUCTION
MANAGEMENT

LAND
SURVEYING
LANDSCAPE
ARCHITECT

LAND
PLANNING

STOCKBRIDGE OFFICE
215 CORD CTR. DR. S12-200
STOCKBRIDGE, GEORGIA 30281
PH: (770) 389-8666 - Fax: (770) 389-8656

NEWNAN OFFICE
500 GREENWAY CT. STE. A
NEWNAN, GEORGIA 30255
PH: (770) 755-7979

CLAMMING OFFICE
500 PIRATE TERRY RD. STE. C
CLAMMING, GEORGIA 30040
PH: (478) 867-7340

www.fdc-llc.com

OVERALL CONCEPT
FOR
MIRROR LAKE BLVD
ROAD IMPROVEMENTS
LOCATED IN:
LAND LOTS 176 & 177, 2ND DISTRICT
VILLA RICA, GEORGIA

REVISIONS	
DATE	DESCRIPTION
1	11/11/25
2	11/11/25
3	11/11/25
4	11/11/25
5	11/11/25
6	11/11/25
7	11/11/25
8	11/11/25
9	11/11/25
10	11/11/25

Know what's below?
Call
UTILITIES PROTECTION CENTER
1 (800) 882-4411 THROUGHOUT GEORGIA
CEN 1246-5111

DATE:	02/11/25
SCALE:	1" = 40'
PROJ NUMBER:	123.010
DRAWN BY:	ALW
REVIEWED BY:	AP
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.



OPINION OF PROBABLE COSTS
CITY OF VILLA RICA, GEORGIA
MIRROR LAKE BOULEVARD
IMPROVEMENTS
January 14, 2025



ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	MOBILIZATION, BONDS AND INSURANCE	\$ 75,000.00	\$ 75,000.00
2	1	LS	TRAFFIC CONTROL COMPLETE INCLUDING ALL TRAFFIC CONTROL PLANS, DETOURS, SIGNAGE AND ALL RELATED APPURTENANCES	\$ 75,000.00	\$ 75,000.00
3	1	LS	DEMOLITION AND DISPOSAL COMPLETE INCLUDING BUT NOT LIMITED TO ROADWAY, STRIPING, PEDESTRIAN PATH, GUARDRAIL, UNSUITABLE SOILS, AND ALL RELATED ITEMS	\$ 30,000.00	\$ 30,000.00
4	1	LS	GIS AS-BUILT SURVEY COMPLETE PER THE CONTRACT DOCUMENTS	\$ 10,000.00	\$ 10,000.00

EROSION CONTROL					
5	90	DAYS	DUST CONTROL ON DISTURBED AREAS [DU]; INSTALLED COMPLETE IN ACCORDANCE WITH GSWCC STANDARDS	\$ 300.00	\$ 27,000.00
6	1	EA	CONSTRUCTION EXIT (CO); INSTALLED COMPLETE & MAINTAINED IN ACCORDANCE WITH GSWCC STANDARDS	\$ 3,000.00	\$ 3,000.00
7	1,200	LF	TYPE “S” SILT FENCE (SD1-S); INSTALLED COMPLETE & MAINTAINED IN ACCORDANCE WITH GSWCC STANDARDS	\$ 6.00	\$ 7,200.00
8	0.3	AC	TEMPORARY SEEDING W/ MULCH [DS2]; INSTALLED COMPLETE IN ACCORDANCE WITH GSWCC STANDARDS	\$ 5,000.00	\$ 1,500.00
9	3	EA	HAY BALE CHECK DAMS (CD-HB); INSTALLED COMPLETE & MAINTAINED IN ACCORDANCE WITH GSWCC STANDARDS	\$ 500.00	\$ 1,500.00
10	1	EA	INLET SEDIMENT TRAP CURB INLET PROTECTION (SD2-P); INSTALLED COMPLETE & MAINTAINED IN ACCORDANCE WITH GSWCC STANDARDS	\$ 700.00	\$ 700.00
11	6	MO	MONTHLY STORMWATER MONITORING IN ACCORDANCE WITH GSWCC STANDARDS	\$ 1,500.00	\$ 9,000.00
12	1	LS	REMOVAL OF ALL TEMPORARY EROSION CONTROL ITEMS	\$ 10,000.00	\$ 10,000.00
\$59,900.00 SUBTOTAL					

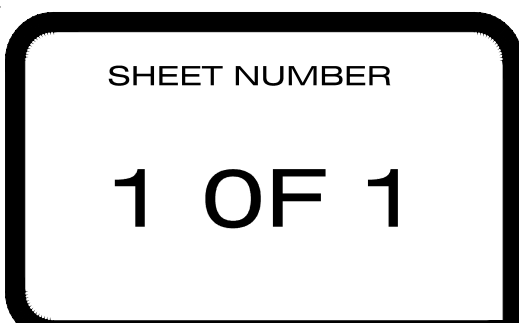
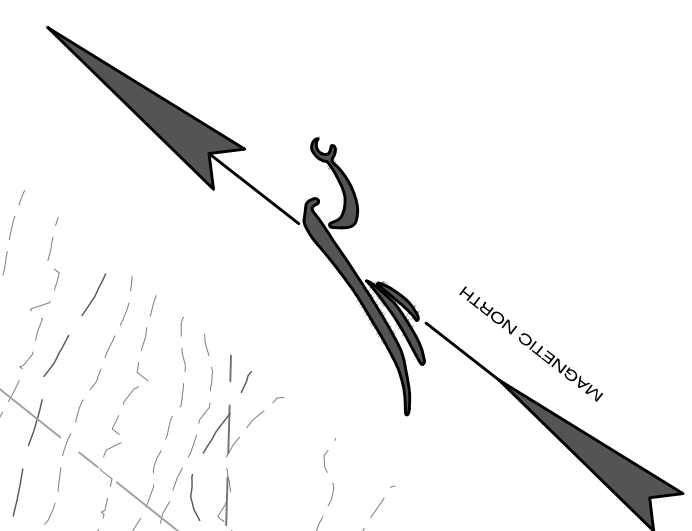
EARTHWORK & GRADING					
13	0.64	AC	CLEARING & GRUBBING COMPLETE	\$ 15,000.00	\$ 9,600.00
14	890	CY	GRADING COMPLETE; INCLUDING, BUT NOT LIMITED TO: MOVEMENT, PLACEMENT, AND COMPACTION OF SOILS ON-SITE	\$ 12.00	\$ 10,680.00
15	455	CY	HAUL IN OF SUITABLE FILL SOILS	\$ 50.00	\$ 22,750.00
\$43,030.00 SUBTOTAL					

LANDSCAPING					
16	0.3	AC	PERMANENT SEEDING W/ MULCH; INSTALLED COMPLETE IN ACCORDANCE WITH GDOT STANDARDS	\$ 12,500.00	\$ 3,750.00
\$3,750.00 SUBTOTAL					

ROADWAY					
17	470	TON	8” THICK GRADED AGGREGATE BASE COURSE IN ACCORDANCE WITH GDOT; INSTALLED COMPLETE	\$ 150.00	\$ 70,500.00
18	300	GAL	BITUMASTIC PRIME COAT APPLIED AT 0.25 GAL/S.Y. PER GDOT STANDARDS; INSTALLED COMPLETE	\$ 25.00	\$ 7,500.00
18	200	TON	3” INTERMEDIATE BASE COURSE; ASPHALTIC CONCRETE 19 MM SUPERPAVE, TYPE 1, GP 1 OR 2, INCLUDING BITUMINOUS MATERIAL & H LIME; INSTALLED COMPLETE	\$ 300.00	\$ 60,000.00
19	120	GAL	BITUMASTIC TACK COATS APPLIED AT 0.10 GAL/S.Y. PER GDOT STANDARDS; INSTALLED COMPLETE	\$ 15.00	\$ 1,800.00
20	100	TON	1-1/2” SURFACE COURSE; ASPHALTIC CONCRETE 12.5 MM SUPERPAVE, TYPE 1, GP 1 OR 2, INCLUDING BITUMINOUS MATERIAL & H LIME; INSTALLED COMPLETE	\$ 400.00	\$ 40,000.00
21	1,050	LF	31" W-BEAM GUARDRAIL; INSTALLED COMPLETE PER GDOT STANDARDS	\$ 75.00	\$ 78,750.00
22	1	EA	GDOT TYPE I W-BEAM GUARDRAIL ANCHOR; INSTALLED COMPLETE	\$ 5,000.00	\$ 5,000.00
\$263,550.00 SUBTOTAL					

ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
PEDESTRIAN PATH					
23	75	TON	6” THICK GRADED AGGREGATE BASE COURSE IN ACCORDANCE WITH GDOT; INSTALLED COMPLETE	\$ 150.00	\$ 11,250.00
24	95	GAL	BITUMASTIC PRIME COAT APPLIED AT 0.25 GAL/S.Y. PER GDOT STANDARDS; INSTALLED COMPLETE	\$ 25.00	\$ 2,375.00
25	40	TON	2” SURFACE COURSE; ASPHALTIC CONCRETE 9.5 MM SUPERPAVE, TYPE 1, GP 1 OR 2, INCLUDING BITUMINOUS MATERIAL & H LIME; INSTALLED COMPLETE	\$ 400.00	\$ 16,000.00
26	786	SF	MODULAR BLOCK WALL PER CONSTRUCTION DRAWINGS; DESIGNED BY OTHERS & INSTALLED COMPLETE	\$ 35.00	\$ 27,510.00
\$57,135.00 SUBTOTAL					
MARKING					
27	1	LS	RAISED PAVEMENT MARKERS; INSTALLED COMPLETE IN ACCORDANCE WITH GDOT STANDARDS	\$ 2,000.00	\$ 2,000.00
28	2,740	LF	GDOT THERMOPLASTIC STRIPING 5” WIDE, SOLID YELLOW; INSTALLED COMPLETE	\$ 5.00	\$ 13,700.00
29	1,225	LF	GDOT THERMOPLASTIC STRIPING 5” WIDE, SOLID WHITE; INSTALLED COMPLETE	\$ 5.00	\$ 6,125.00
30	110	LF	GDOT THERMOPLASTIC STRIPING 5” WIDE, SKIP WHITE; INSTALLED COMPLETE	\$ 5.00	\$ 550.00
31	15	LF	GDOT THERMOPLASTIC STRIPING 12” WIDE, SOLID WHITE; INSTALLED COMPLETE	\$ 10.00	\$ 150.00
32	165	LF	GDOT THERMOPLASTIC STRIPING 24” WIDE, SOLID YELLOW; INSTALLED COMPLETE	\$ 15.50	\$ 2,557.50
33	3	EA	GDOT THERMOPLASTIC STRIPING TYPE 2 ARROW, SOLID WHITE; INSTALLED COMPLETE	\$ 250.00	\$ 750.00
\$25,832.50 SUBTOTAL					

TOTAL ESTIMATED CONSTRUCTION COST:			\$ 643,197.50
10% CONTINGENCY ALLOWANCE:			\$ 64,320.00
3% CONSTRUCTION ADMIN SERVICES:			\$ 21,230.00
BIDDING ASSITANCE:			\$ 6,000.00
CIVIL DESIGN SERVICES:			\$ 34,000.00
OPINION OF PROBABLE CONSTRUCTION COST*:			\$ 768,747.50
*NOTE: ESTIMATE IS A PLACEHOLDER ONLY FOR BUDGET PURPOSES UNTIL ACTUAL COSTS CAN BE OBTAINED AND SUBSTITUTED FOR THE ITEMS LISTED. ESTIMATE DOES NOT INCLUDE ANY ITEMS FOR EASEMENTS, LEGAL FEES, AND OTHER RELATED PROJECT COSTS THAT MAY BE ASSOCIATED WITH THE FINAL PROJECT.			



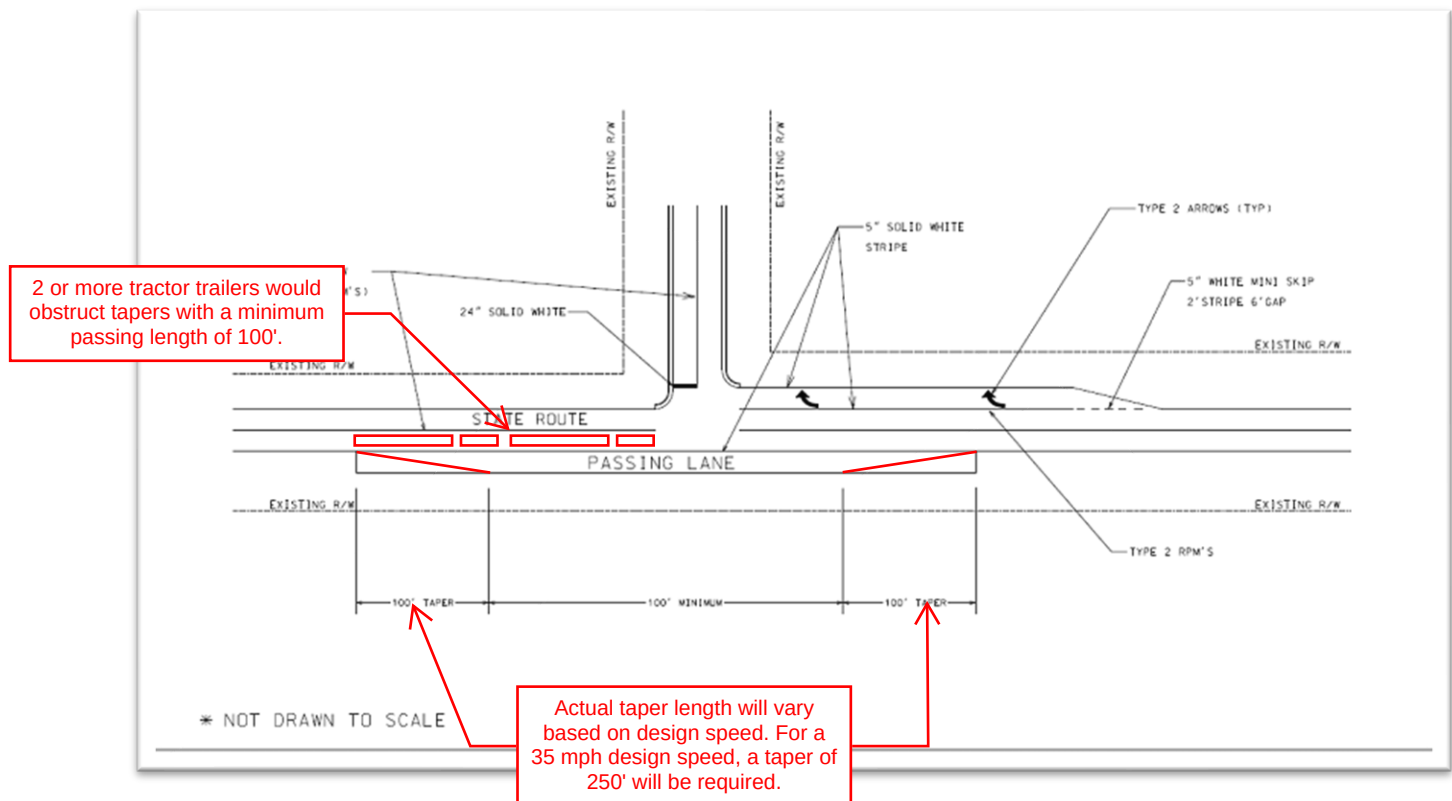


Figure 4-7 Right Hand Passing Lane

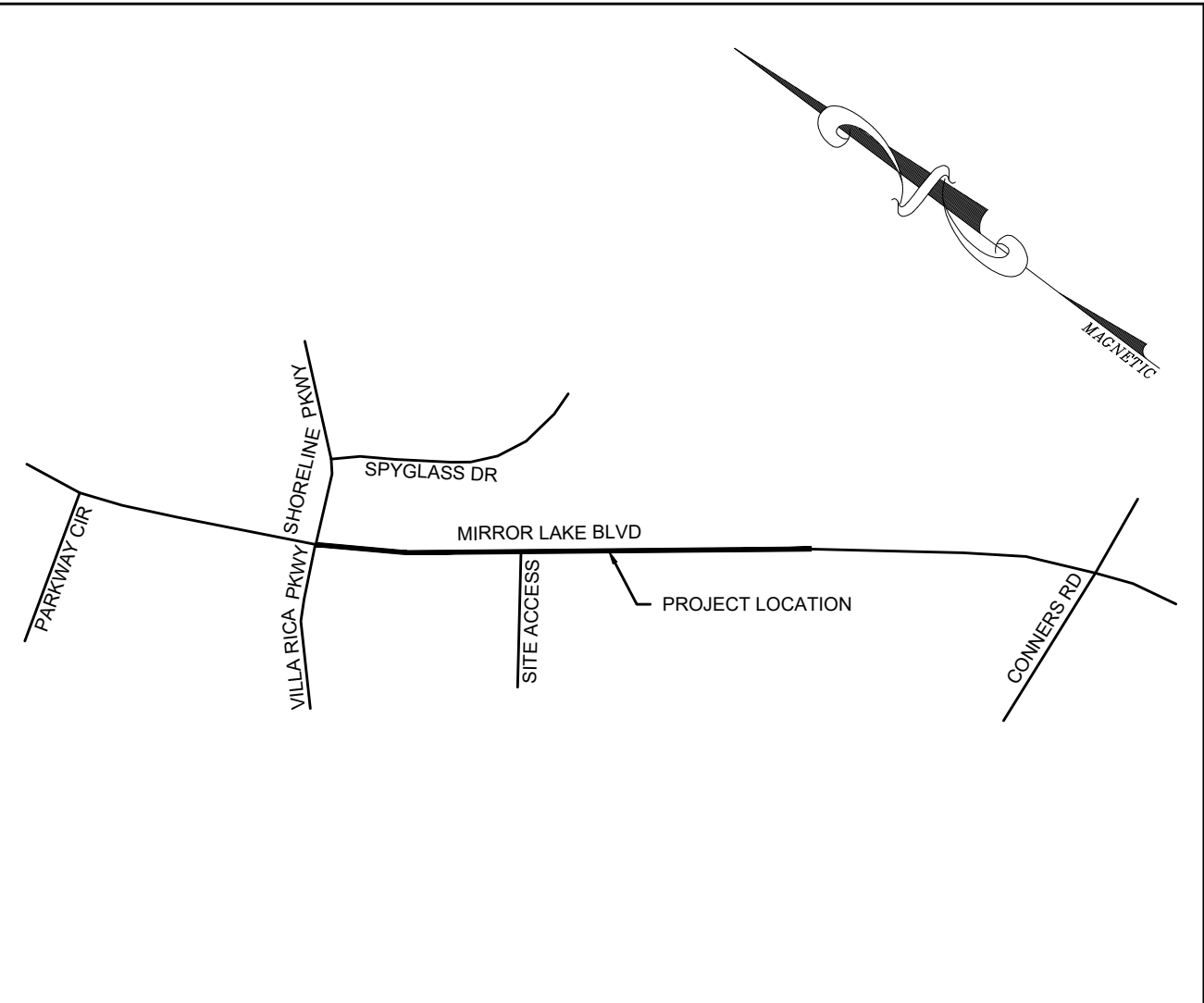
In the event the District Traffic Engineer determines that field conditions or other factors indicate that it would be in the best interest of the Department to waive the left turn lane requirement, the District Traffic Engineer must document the recommendations using the form in **Appendix F**. The recommendations shall be approved by the District Traffic Engineer and be attached to the Permit. The District Traffic Engineer may also require the addition of a Left Turn lane, even when the conditions in Table 4-7 are not met, if roadway geometry or field conditions indicate that the safety of the traveling public would be improved. The recommendation must be documented and approved by the District Traffic Engineer for inclusion with the Permit.

4.9.2 Right Turn Lane Lengths

This section provides the design guidelines that should be used to establish the lengths of turn lanes if they are required under the provisions of the previous section.

Under ideal conditions, turn lanes should provide a full-width lane that is long enough to allow for vehicles to decelerate from the operating speed to a full stop in addition to the length of full-width lane that is needed to store vehicles waiting to turn.

Table 4-8 contains guidelines for lengths of tapers (optional) and full-width turn lanes. The taper length in Table 4-8 applies to deceleration right turn lanes only. Guidelines for left turn tapers and lengths are given in Section 4.9.4.



LOCATION SKETCH

FUNCTIONAL CLASS
URBAN MAJOR COLLECTOR
DESIGN SPEED: 35 MPH

PROJECT BEGINNING
STATION 11+49.77
33.737222° LAT
-84.904844° LONG

PROJECT END
STATION 23+32.28
33.734628° LAT
-84.902506° LONG

LENGTH OF PROJECT
NET LENGTH OF ROADWAY: 0.21 MILES
NET LENGTH OF BRIDGES: 0.0 MILES
NET LENGTH OF PROJECT: 0.21 MILES
NET LENGTH OF EXCEPTIONS: 0.0 MILES
GROSS LENGTH OF PROJECT: 0.21 MILES

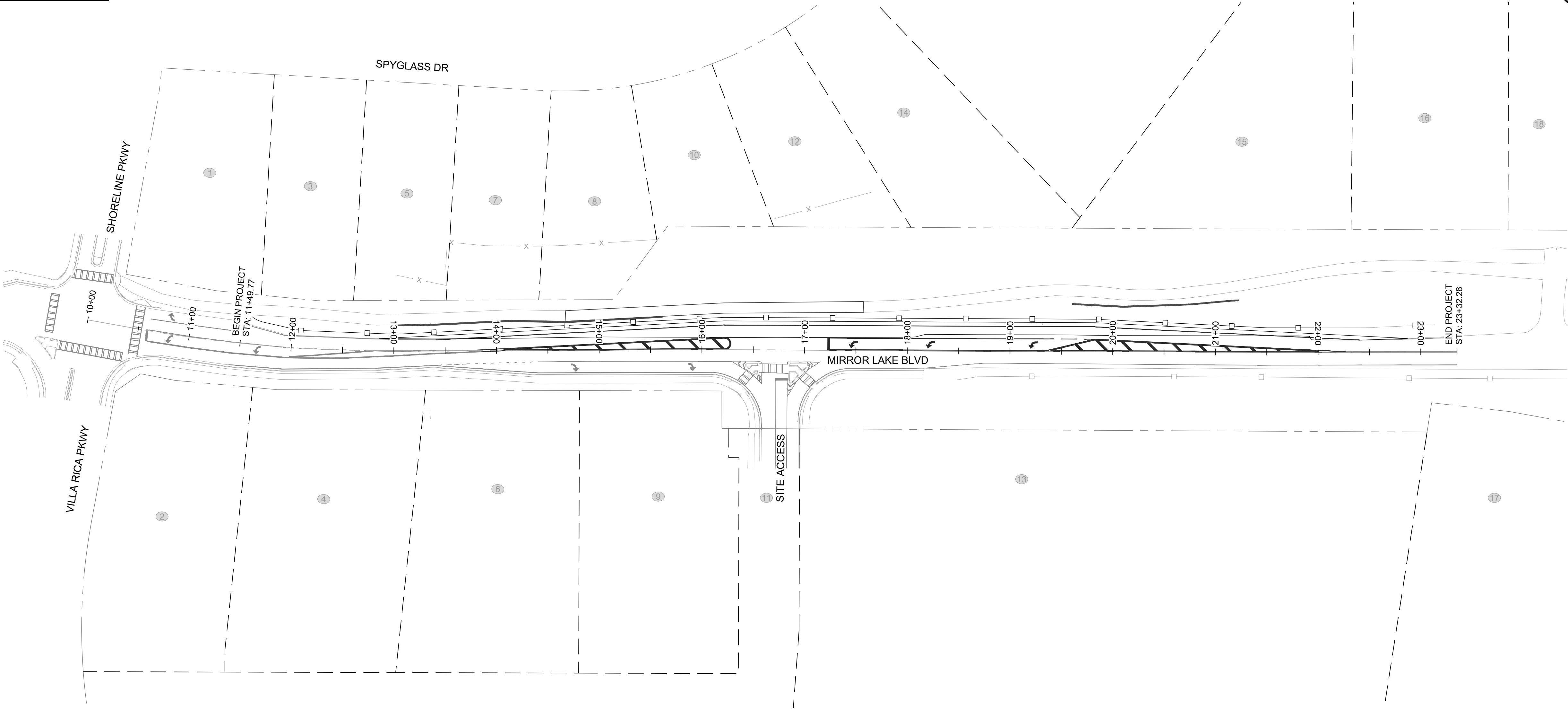
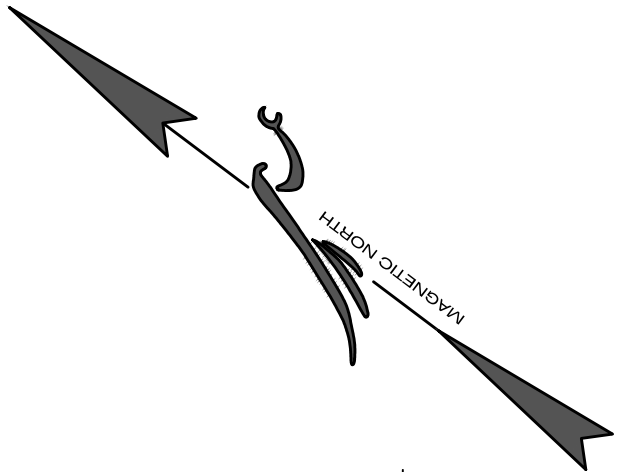
THE PROJECT HAS BEEN PREPARED USING
THE HORIZONTAL GEORGIA COORDINATE
SYSTEM OF 1984 (NAD 1983) WEST ZONE
AND THE NORTH AMERICAN VERTICAL
DATUM (NAVD) OF 1988.

THE DATA, TOGETHER WITH ALL OTHER
INFORMATION SHOWN ON THESE PLANS
OR IN ANYWAY INDICATED THEREBY,
WHETHER BY DRAWINGS OR NOTES, OR IN
ANY OTHER MANNER, ARE BASED UPON
FIELD INVESTIGATIONS AND ARE BELIEVED
TO BE INDICATIVE OF ACTUAL CONDITIONS.
HOWEVER, THE SAME ARE SHOWN AS
INFORMATION ONLY, ARE NOT
GUARANTEED, AND DO NOT BIND IN ANY
WAY.

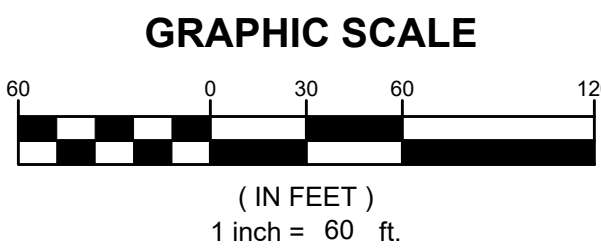
CITY OF VILLA RICA

PLAN AND PROFILE OF MIRROR LAKE BOULEVARD IMPROVEMENTS

L.L. 176, DISTRICT 2 CITY OF VILLA RICA, GEORGIA



THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE
ORIGINAL SIGNATURE OF THE REGISTRANT
ACROSS THE REGISTRANT'S SEAL.



REVISION DATES

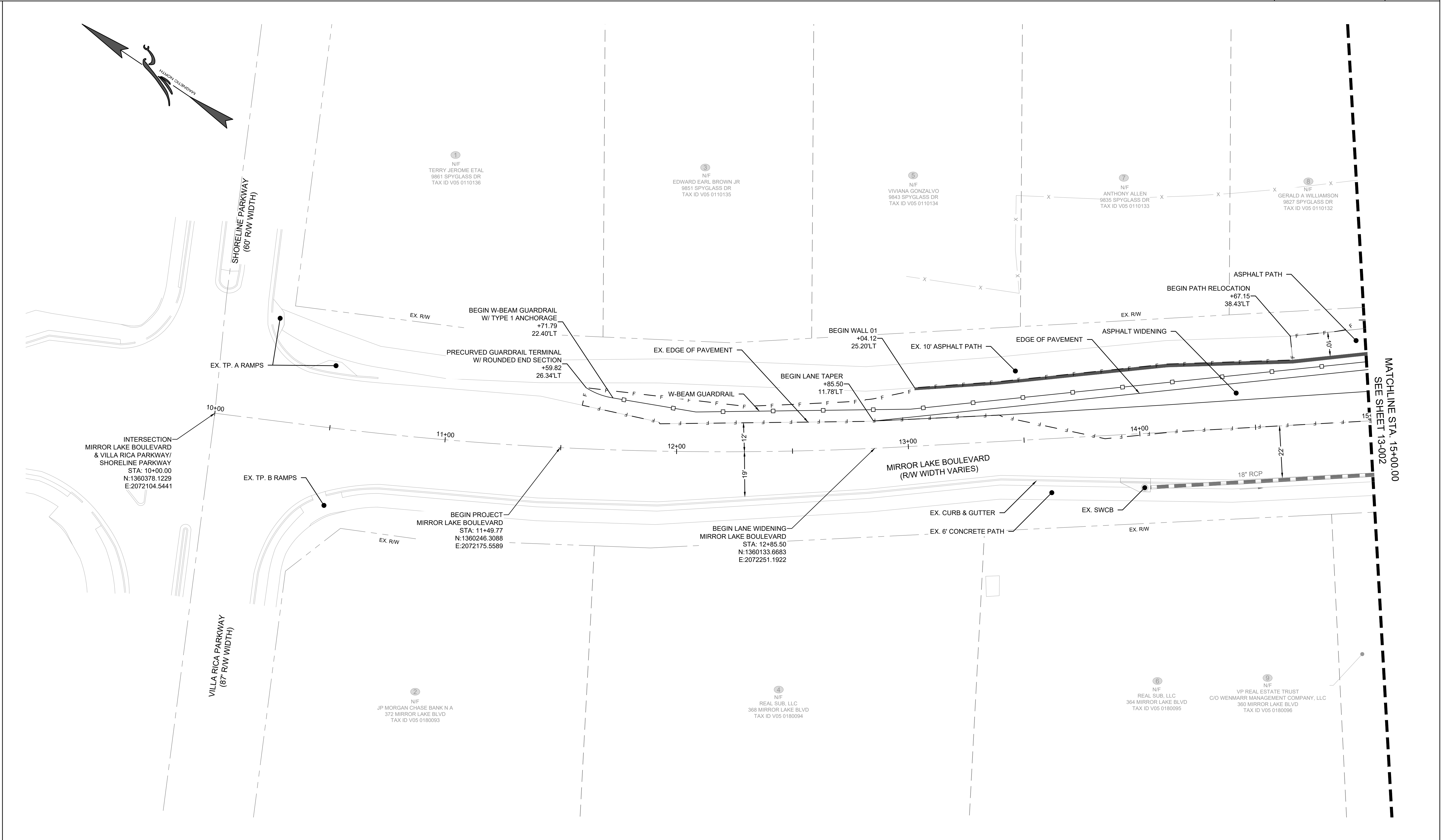
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4.	-	-
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7.	-	-

COVER SHEET

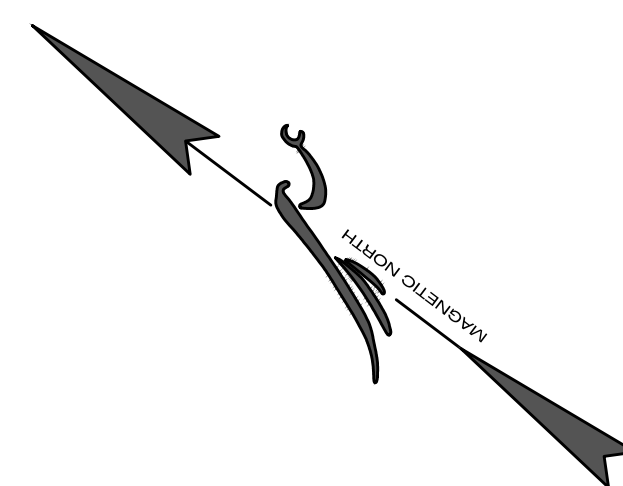
MIRROR LAKE BOULEVARD

DATE:	01/29/25			DRAWING No.
SCALE:	1" = 60'			
PROJECT NUMBER:	123.010			
DRAWN BY:	ALW	DATE:	01/29/25	
REVIEWED BY:	-	DATE:	01/29/25	
REVISED BY:	-	DATE:	01/29/25	

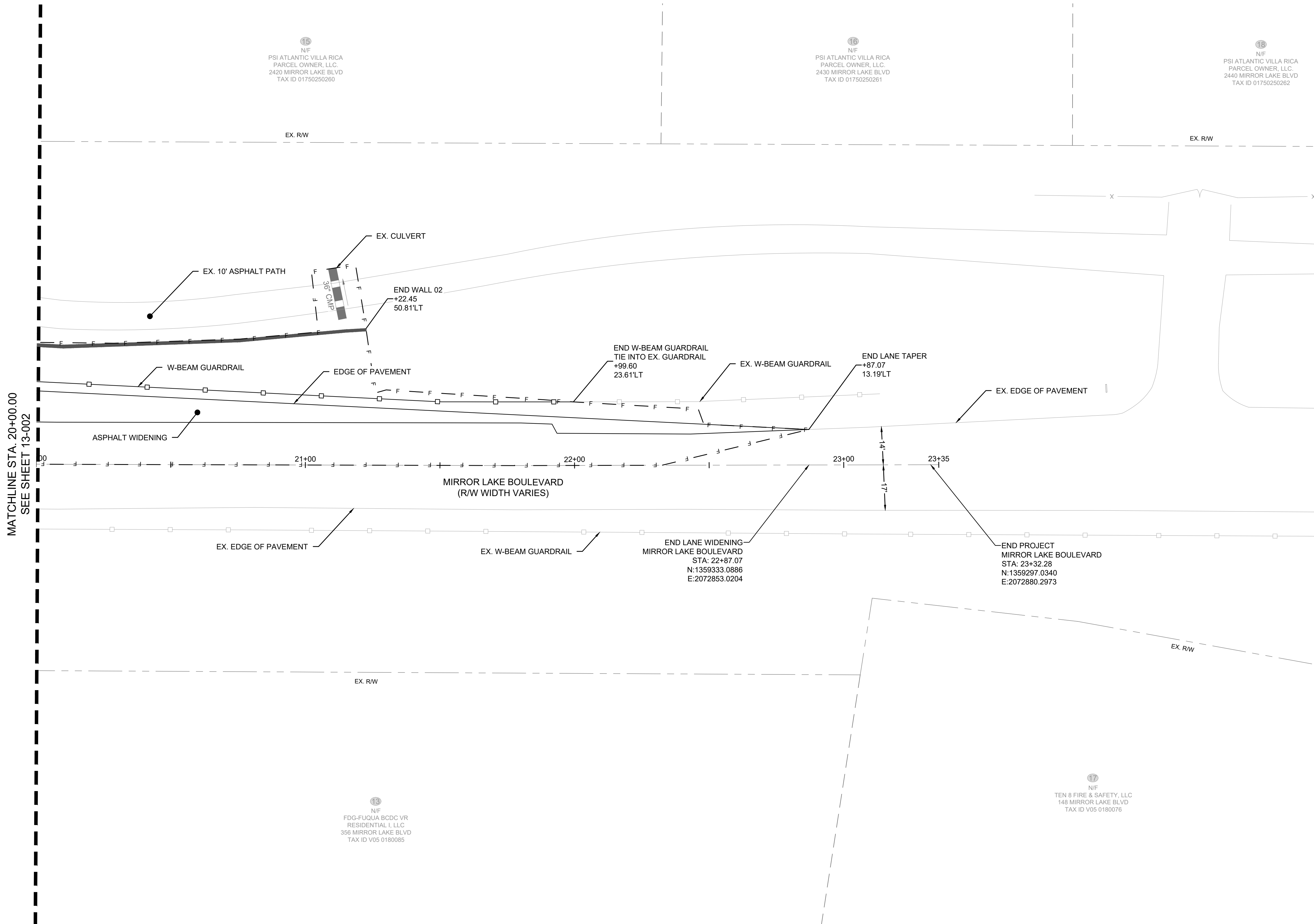
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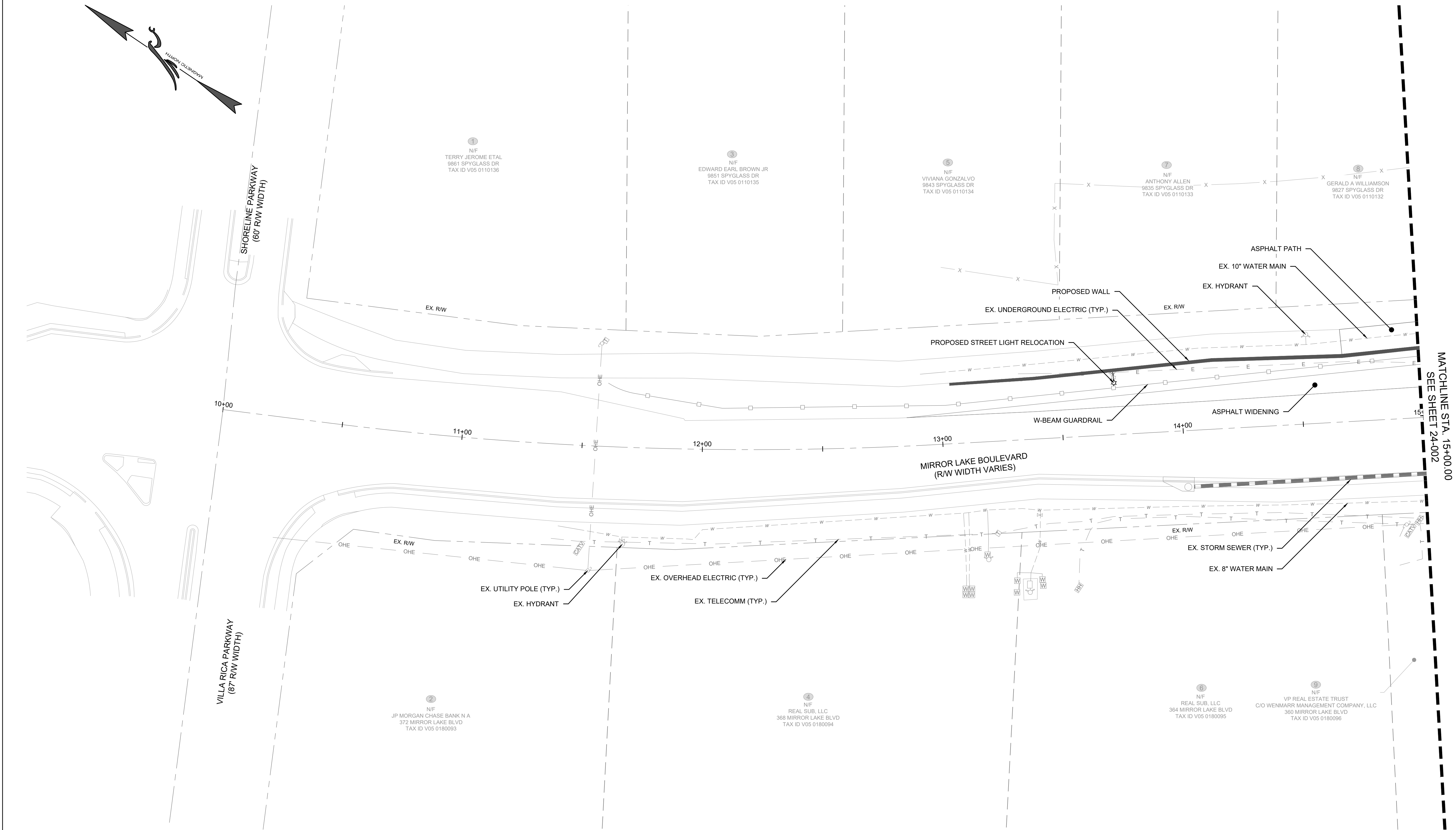
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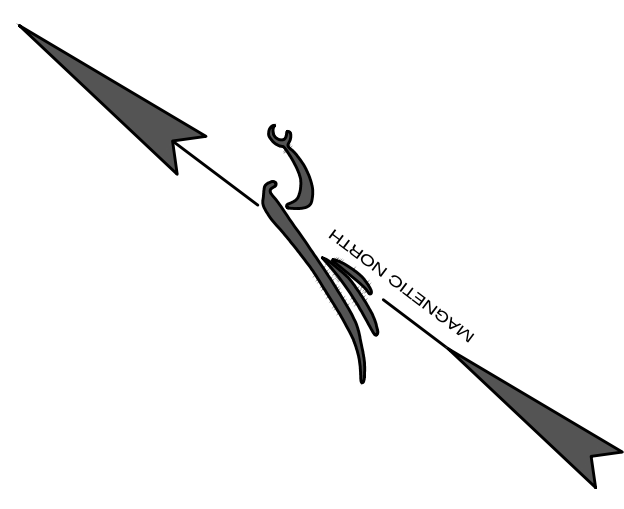
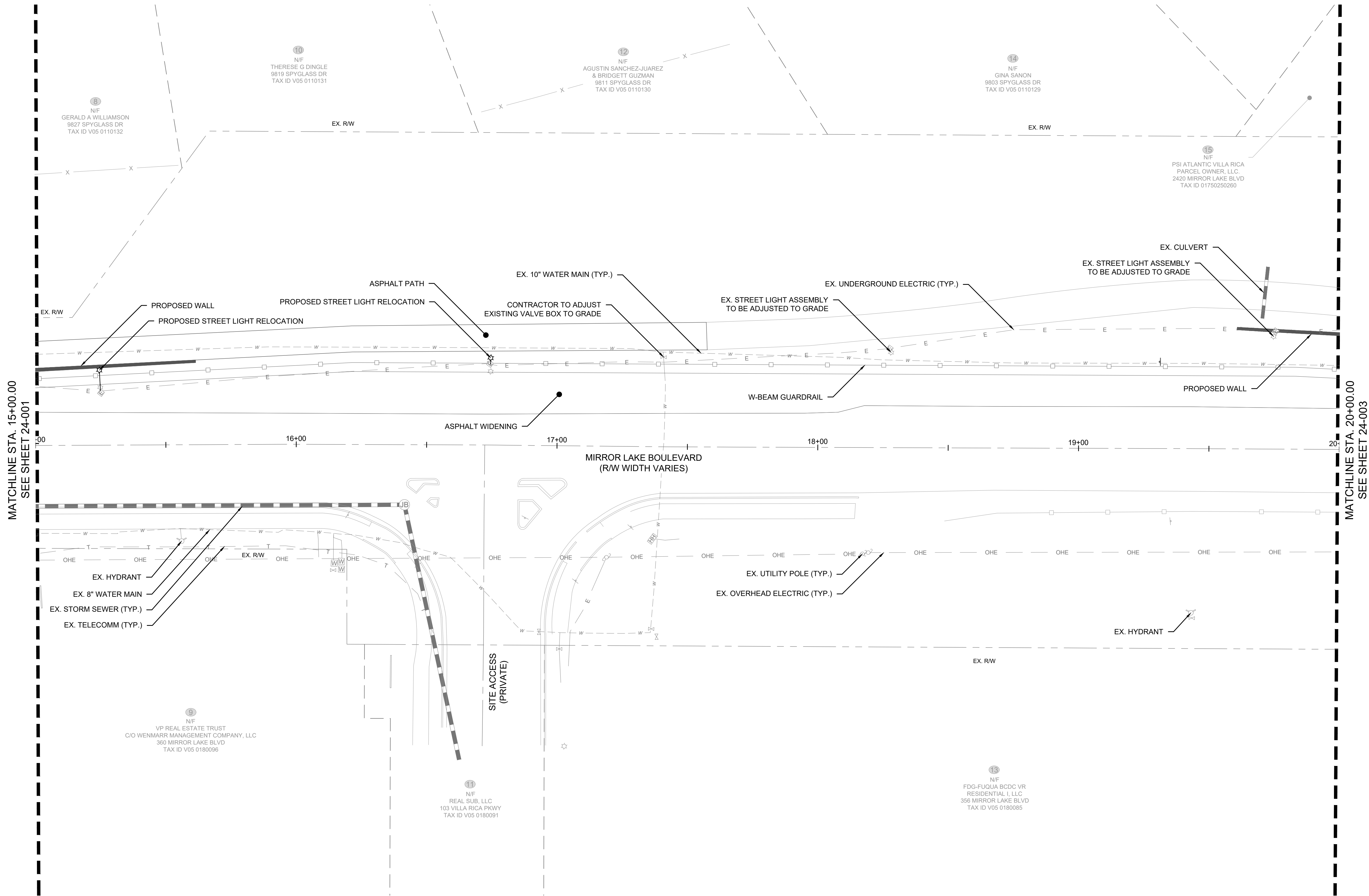


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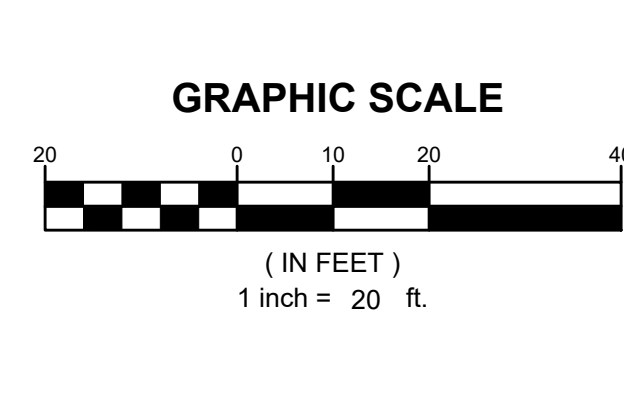


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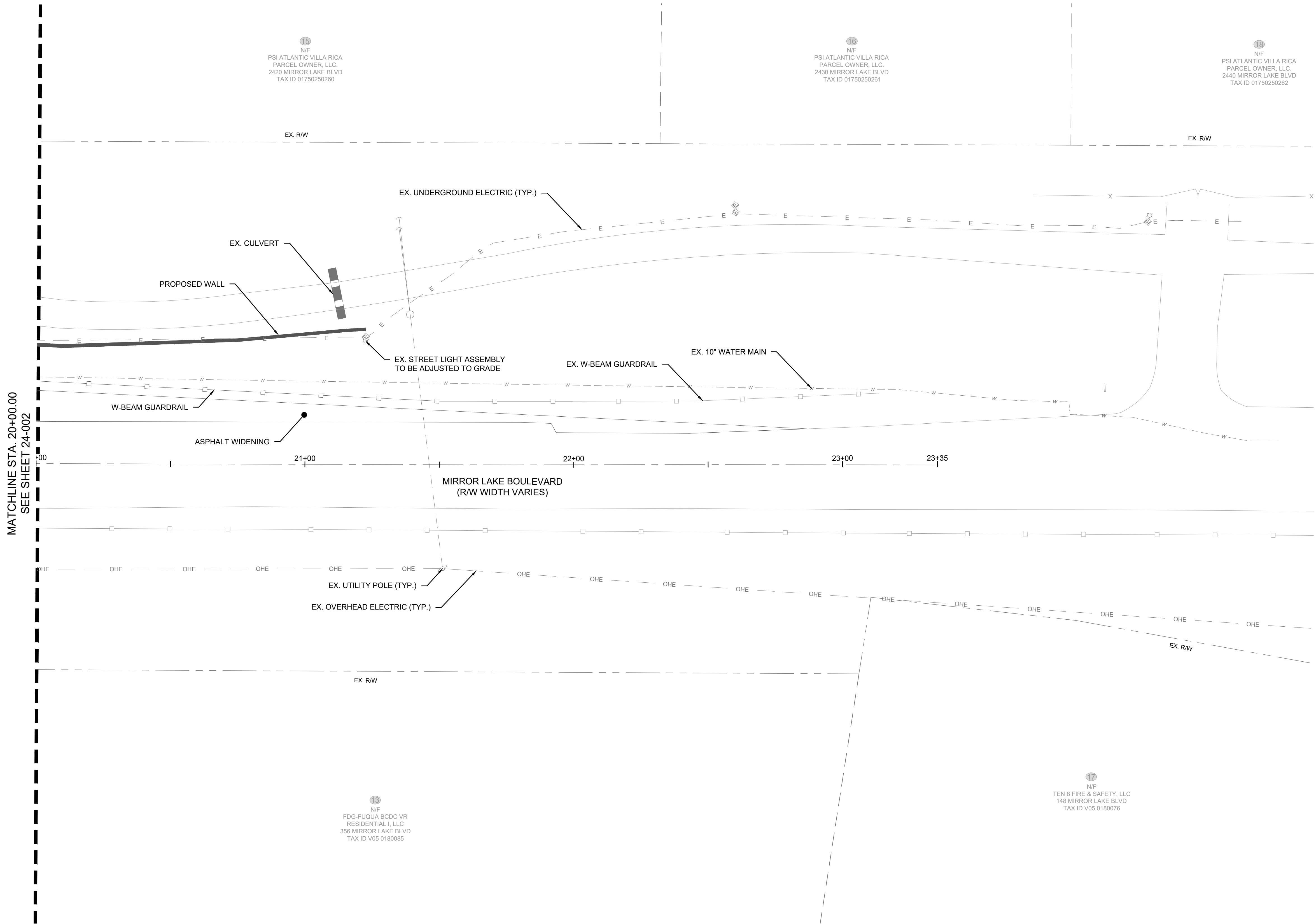


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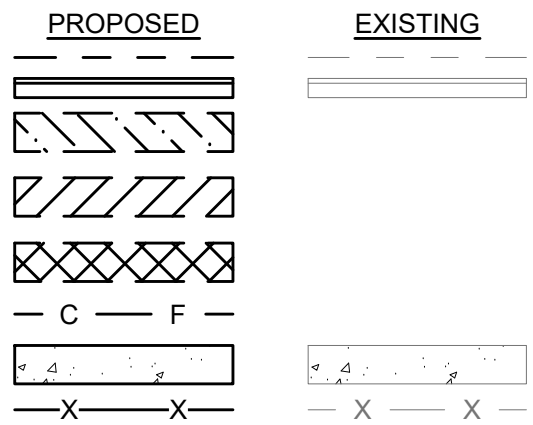


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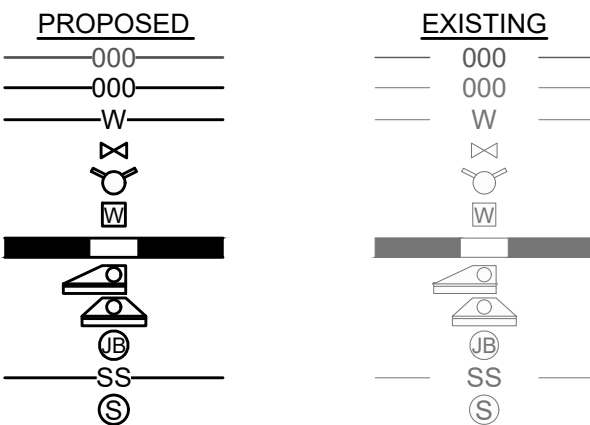
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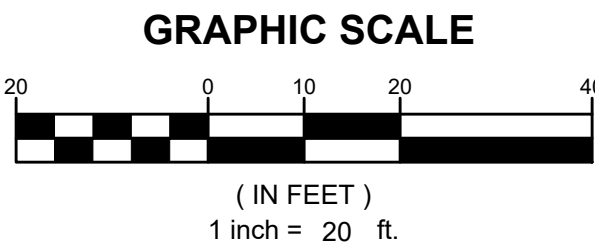
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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2025 Community Development Grant Application – Villa Rica Lions Clubs
AGENDA DATE: April 1, 2025

DATE PREPARED: March 25, 2025
PREPARED BY: Diana DeSanto, Interim City Manager

AMOUNT: \$8,500
GL ACCOUNT #: 100-1110-573050

FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: 2025 Community Development Grant Application request from the Villa Rica Lions Clubs in the amount of \$8,500 for Sail On-The Beach Boys Tribute Band Fundraiser Concert that will be held at The MILL amphitheater on Saturday, October 4, 2025.

BACKGROUND: The Villa Rica Lions Clubs (Golden City Lions Club and Villa Rica Lions Club) began having a concert in 2023 as a fundraiser event for both clubs. Previously, the clubs hosted A Taste of Villa Rica that was held in October of each year at The MILL amphitheater. Unable to host that event any longer, the clubs took on a new way to raise funds to support their community activities and donations by hosting a fundraising concert. Fundraiser concerts offer a unique and dynamic way to raise funds for a cause or organization.

STAFF RECOMMENDATION: Staff recommends approval of the 2025 Community Development Grant Application in the amount of \$8,500 from the Villa Rica Lions Clubs for the Sail On Beach Boys Tribute Band Fundraiser Concert that will be held at The MILL amphitheater on Saturday, October 4, 2025.

IMPACT: Fundraising by the Villa Rica Lions Clubs serves to address pressing needs in their communities locally fulfilling their mission of "We Serve" by making a positive impact on the lives of others.

MOTION: Move to approve the 2025 Community Development Grant Application from the Villa Rica Lions Clubs in the amount of \$8,500 for the Sail On Beach Boys Tribute Fundraiser Concert to be held on Saturday, October 4, 2025 at the MILL amphitheater.



Villa Rica Community Development Grant Application

Section A: Applicant

- 1. Name of Organization:** Villa Rica Golden City Lions Club and the Villa Rica Lions Club.
Contact Person: Gina Brandenburg, Treasurer or Stacey Orr, President
- 2. Mailing Address:** Villa Rica Golden City Lions Club, PO Box 1945, Villa Rica, GA 30180
- 3. Telephone Day/Evening:** Gina: 770.630.0381 Stacey: 770.853.3489
- 4. Email:** ginabrandenburg2022@gmail.com or staceyorr829@gmail.com
- 5. Fax (optional):** n/a
- 6. Date of Tax-Exempt Number and date of Incorporation in Georgia:** Tax Exempt Number: 30-069968, Date of Incorporation 2014
- 7. Number of Years in City of Villa Rica:** The Villa Rica Golden City Lions Club has been in Villa Rica for 18 years. The Villa Rica Lions Club has been in Villa Rica for over 50 years.
- 8. Have you ever received funds from the City of Villa Rica?** Yes

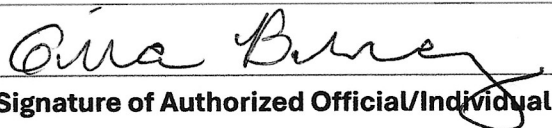
If Yes, most recent funding amount? In 2024, we received \$8,000

Were there any residual funds at the completion of the project? No, all funds are used to support local charities

Section B: Project

- 1. Project Title:** 2025 Fundraising Concert featuring Sail On – The Beach Boys Tribute Band
- 2. Scheduled Start and End Dates:** Saturday, October 4, 2025
- 3. Hours of Operation Each Day:** 9 a.m. to 10 p.m. This allows time for setup, ticket sales, concert and cleanup
- 4. Amount Requested:** \$8,500
- 5. Funds Disbursement Date:** By July 1, 2025

Section C: Certification


Signature of Authorized Official/Individual

March 19, 2025

Date

Gina Brandenburg

Treasurer

Printed Name of Authorized Official/Individual

Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: ____ Approved by: _____ Date: _____ Grant Amount: _____

Section D: Project Narrative

1. Summarize the organization's mission and goals.

The Villa Rica Lions Club and Villa Rica Golden City Lions Club are two local civic organizations composed of service-minded men and women dedicated to improving their community. Guided by the global Lions Clubs International motto, "We Serve," both clubs work tirelessly to support those in need and champion charitable causes that directly impact the Villa Rica and West Georgia communities. With a strong commitment to vision care, youth engagement, hunger relief, and community service, the clubs provide essential support to organizations such as Villa Rica Shop-with-a-Cop, Carroll County Toys for Tots, and the Villa Rica High School PASS program for at-risk students, as well as providing funding for eye exams to those in need.

Additionally, the Villa Rica Golden City Lions Club collects and donates eyeglasses for humanitarian missions overseas, provides scholarships for local students, and supports Chase the Victory and the Braxton Dollar Foundation (assisting children affected by cancer). In 2023, the club launched a free vision screening initiative for children in local daycare facilities and Carroll County Schools' Villa Rica cluster, providing screenings for 2,581 individuals, with 440 referred for further testing.

Further expanding their community impact, the clubs have recently initiated Community Garden projects at the WIC Office and the Villa Rica Senior Center. These gardens will help address local food insecurity by providing fresh produce to families and seniors while also offering education on healthy eating and sustainable gardening practices.

Funds raised from the annual Concert Fundraiser have played a crucial role in purchasing screening equipment, supporting vital service projects, and ensuring children and families receive the care and resources they need. These ongoing efforts reflect the clubs' shared mission of serving their community, fostering opportunity, and improving lives through service and philanthropy.

2. Discuss the staff/volunteer's qualifications and past work. • Include the approximate number of staff or volunteers associated with the project.

The 2025 Concert Fundraiser is led by a team of experienced and dedicated volunteers from both the Villa Rica Lions Club and the Villa Rica Golden City Lions Club, all of whom have been actively involved in planning and executing this event in previous years. For this year's concert, we have strengthened our structure with defined committees to ensure smooth and efficient coordination.

Key contributors include:

- Stacey Orr, serving as Overall Concert Chair and Chair of the Event Logistics Committee, bringing years of experience managing event operations.
- Gina Brandenburg, serving as Treasurer and Co-Chair of the Technology and Promotion Committee, along with Clint Chance, whose background in production and event management has been critical to the concert's success. Gina also brings extensive experience in event promotion.

- Valerie Ingram Butler will lead the Sponsorship Committee, supported by Barbara Daniel, Leslie McPherson, David Rogers and other members who will focus on securing financial support from local businesses and organizations.
- Susan Crane will chair the Food Truck and Vendor Committee, coordinating a diverse and appealing lineup of local vendors to enhance the concert experience.
- A Chairperson for the Day of Event Committee will be selected soon to oversee all on-site volunteer coordination and day-of logistics.

In total, approximately 20 volunteers from both clubs will participate in the planning and execution of the concert, contributing their skills in sponsorship outreach, social media promotion, ticket sales, set-up, and event management. Many of these individuals have multiple years of experience working on this fundraiser and other major community events, ensuring a high level of professionalism and dedication.

In addition to the work of our club members, we will also collaborate with several key partners to ensure the success and safety of the event. We will work closely with the City of Villa Rica to coordinate venue set-up, logistics, and public works support, and we will hire the Villa Rica Police Department to provide on-site security during the event. We will also contract a professional sound and lighting company to deliver a high-quality production experience for attendees and performers. To further enhance the evening, we plan to feature a local entertainer as an opening act, providing additional exposure for area talent and adding value to the overall concert experience. Additionally, we are excited to partner with the Bay Springs Middle School Beta Club, whose members will volunteer to assist with various tasks throughout the event, helping ensure smooth operations while gaining valuable experience in community service.

With this well-organized structure, experienced leadership, and strong community partnerships, we are confident that the 2025 Concert Fundraiser will be our most successful yet.

3. Discuss prior project successes. • Include photographs, if possible.

Over the past two years, the Villa Rica Lions Club and Villa Rica Golden City Lions Club have successfully hosted two major Concert Fundraisers, each contributing significantly to our mission of serving the Villa Rica and West Georgia communities while aligning with the goals of the City of Villa Rica Community Development Grant Program.

In 2023, we welcomed an Elvis tribute artist, and in 2024, we hosted the popular 7 Bridges – Eagles Tribute Band. Both events experienced increased attendance and fundraising success, allowing us to grow our support of local projects, such as vision care for children, scholarships, and aid for families facing childhood cancer. Despite facing rain during both concerts, we were able to meet and exceed expectations thanks to strong community engagement, dedicated volunteer support, and funding from multiple sources, including grants from the City of Villa Rica, sponsorships from local organizations, and increased ticket sales.

These concerts directly support the City's Community Development Grant Program goals by bringing visitors into Villa Rica, promoting local businesses through vendor partnerships, enhancing

the cultural life of our city with high-quality entertainment, and showcasing Villa Rica as a vibrant and welcoming destination. With growing community support, these events have become anticipated annual traditions that not only raise funds for vital service projects but also boost economic activity and contribute to the ongoing development of our downtown and business community.

Photographs from the 2024 7 Bridges – Eagles Tribute concert highlight the strong turnout and community involvement and are available for review to demonstrate the impact and success of our recent efforts. A few select photos are included here:



Through careful planning, passionate volunteers, and strategic community partnerships, we have built a proven track record of successful events and look forward to growing this project to make an even greater difference in our community.

4. Summarize the proposed project including innovative and creative tools/methods of promoting the project.

The Villa Rica Lions Club and the Villa Rica Golden City Lions Club are excited to present the 2025 Concert Fundraiser featuring Sail On – The Beach Boys Tribute Band. This family-friendly, high-energy concert will take place on Saturday, October 4, 2025, at The MILL Amphitheater in downtown Villa Rica. Designed to bring our community together for an evening of music, food, and fun, the event will raise funds to support critical local service projects, including vision care for children, scholarships, hunger relief, and community programs.

Building on the success of our previous concerts, we are expanding our promotional efforts through a variety of innovative strategies. Our robust social media campaign will include engaging content, targeted ads, sponsor spotlights, and event pages across multiple platforms. We will share regular updates through our club Facebook pages, local community groups, and business partner pages to keep the excitement building.

We will also collaborate with local media outlets, including newspapers, online community calendars, and a featured appearance on the Community Voice radio show, to maximize our reach. Our Technology and Promotion Committee will manage online ticket sales, allowing attendees to conveniently purchase tickets and select seats in advance.

To broaden our community outreach, we will distribute printed flyers and posters in local businesses, schools, and public spaces. Our club members and sponsors will help amplify these efforts by spreading the word through their own networks, while our sponsor spotlights will highlight the businesses and organizations that make this event possible.

We are grateful for the support of our generous sponsors, including the City of Villa Rica Community Development Program, whose contributions are vital to the success of the concert. Sponsor logos will be prominently featured on all promotional materials, including flyers, posters, and social media campaigns, ensuring widespread recognition for their commitment to community events and cultural programming.

The 2025 Concert Fundraiser not only supports the vital work of the Lions Clubs in Villa Rica but also promotes local tourism and economic activity by drawing visitors to our downtown area. With a popular tribute band, expanded marketing, and strong community partnerships, we are confident this will be our most successful and memorable event yet.

5. Discuss the approximate number of participants expected. • If the proposed event has occurred in the past, detail the approximate number of participants.

The Villa Rica Lions Club and Villa Rica Golden City Lions Club anticipate welcoming approximately 1,000 to 1,500 participants to the 2025 Concert Fundraiser, featuring Sail On – The Beach Boys Tribute Band. This goal reflects the event's continued growth, strong community support, and our expanded promotional efforts.

In 2024, the concert featuring 7 Bridges – The Eagles Tribute Band was a tremendous success, drawing an estimated 900 attendees despite inclement weather. In 2023, our concert featuring an Elvis tribute performer brought in approximately 500 attendees, demonstrating the event's increasing popularity year over year.

For the 2024 concert, we offered three levels of seating, all of which were well received:

- Sponsor Tables – 17 tables with 8 seats per table (sold out)
- VIP Reserved Chair Seating – \$20 per seat, with 200 seats (sold out)
- General Admission Lawn Seating – \$10 per ticket, with 530 tickets sold

For the 2025 concert, we plan to offer similar seating options, though the final mix may vary as planning progresses. With the momentum built from prior years, growing community awareness, and the broad appeal of Sail On, we are confident this year's event will continue to grow and provide an unforgettable evening of entertainment for both residents and visitors.

Section E: Accessibility

1. Is the facility where the project takes place physically accessible?

The MILL Amphitheater, where the 2025 Concert Fundraiser will take place, is fully physically accessible. The venue is designed to accommodate individuals with disabilities and features ADA-compliant parking, accessible restrooms, and smooth, navigable paths throughout the amphitheater and surrounding areas. There is ample space for wheelchair seating in both the lawn and designated seating areas. Additionally, VIP and reserved seating sections are easily accessible.

If needed, we will work with the City of Villa Rica and event staff to ensure any additional accommodations are in place to serve all participants comfortably. We will also have volunteers available on-site to assist physically challenged guests as needed, from parking areas to their seating locations.

2. Describe plans to meet the Americans with Disabilities Act requirements.

The MILL Amphitheater meets ADA requirements for public venues, and we are committed to ensuring the entire event complies with ADA guidelines. This includes:

- Providing accessible parking and clear signage for those spaces.
- Ensuring all restroom facilities are ADA-compliant.
- Offering accessible seating options and ensuring ticketing information clearly identifies these options.
- Training event volunteers to assist guests with disabilities as needed.
- Communicating in advance through promotional materials that accessibility accommodations are available.

By utilizing a facility that already meets ADA standards and prioritizing the comfort and safety of all attendees, we are confident the 2025 Concert Fundraiser will be a welcoming and enjoyable event for everyone in our community.

Section F: Project Budget

2025 Concert Fundraiser – Villa Rica Golden City Lions Club and Villa Rica Lions Club

Expenses	Amount
Facility Rental - The Mill to include Tents, tables, chairs, barriers	\$1,200.00
Security – Villa Rica Police Department	\$600.00
Entertainment – Sail On Beach Boys Tribute Band	\$7,000.00
Food and Lodging for Band	\$750.00
Entertainment – Opening Act	\$100.00
Sound and Lighting	\$3,500.00
Port-a-Potty rental	\$450.00
Marketing (signs, ads, radio)	\$1700.00
Supplies and printing	\$500.00
Total Expenses	\$15,800.00

Revenues	Amount
Ticket Sales	\$9,000.00
Donations	\$1,000.00
Sponsorships	\$21,000.00
Grants	\$8,500.00
Food Vendors	\$600.00
Total Revenues	\$40,100.00

The projected revenue for the 2025 Concert Fundraiser is \$24,300, with all proceeds directly supporting community service projects and local charitable organizations.

In addition to ticket sales, we anticipate strong financial support from sponsorships contributed by businesses, organizations, and individuals. Last year, major sponsors included the City of Villa Rica Community Development Program, the Carroll County Chamber of Commerce, Advantage Office Supplies, Benchmark Homes, Verida, and J. Collins Funeral Home and Crematory. Numerous other local businesses and community partners also contributed to the event's success.

We expect to build upon this support for the 2025 concert, leveraging the event's growing popularity and enhanced promotional efforts to secure additional sponsorships and maximize fundraising potential.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2025 Community Development Grant Program Application for Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc.

AGENDA DATE: April 1, 2025

DATE PREPARED: March 25, 2025

PREPARED BY: Diana DeSanto, Interim City Manager

AMOUNT: \$10,000

GL ACCOUNT #: 100-1110-573050

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: The Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc., has submitted a Community Development Grant Program application in the amount of \$10,000. This is for their annual event that will take place from June 27 through June 29 at The MILL.

BACKGROUND: The Villa Rica Community Development Grant Program was established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the city. The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. The 2025 Available Funds are \$20,000.

The organization was established soon after Dr. Dorsey's death in January 1993 to recognize his birth (July, 1899) in Villa Rica, Georgia, and to foster and encourage the study of African-American "anointed" gospel music of the kind he is often credited with. In July 1995, the organization presented the first Annual Thomas Dorsey Gospel Festival in Villa Rica. This year will be the 31st festival.

STAFF RECOMMENDATION: Staff recommends the approval of the 2025 Community Development Grant Program application of \$10,000 to the Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc., for the festival that will be held on June 27th, 28th and 29th, 2025 at The MILL amphitheater.

IMPACT: The festival promotes the businesses (hotels, restaurants, stores) located in the City of Villa Rica. The grant gives financial assistance to programs and events that culturally and economically are beneficial to the City of Villa Rica.

MOTION: Move to approve the 2025 Community Development Grant Program application request of \$10,000 to the Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc., for their annual event on June 27th, 28th and 29th, 2025 at The MILL amphitheater.



Villa Rica Community Development Grant Application

Section A: Applicant

1. Name of Organization: _ Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc

Contact Person (if different than above): _ Eric Ayers- Shirley Marchman

2. Mailing Address: _ 571 West Bankhead Hwy, Villa Rica, GA 30180

3. Telephone Day: _ 678-697-7684 Evening: _

4. Email: _ profese@bellsouth.net 5. FAX (optional): _

6. Date of Tax-Exempt Number and date of Incorporation in Georgia: _ May 15, 2010/ May 20, 1993

7. Number of Years in City of Villa Rica: _ 31

8. Have you ever received funds from the City of Villa Rica? Yes If Yes, most recent funding amount? _\$10,000

Were there any residual funds at the completion of the project? no If Yes, how much? _

Section B: Project

1. Project Title: _ Thomas Dorsey Birthplace Music Festival

2. Scheduled Start and End Dates: _ June 27-June 29

3. Hours of Operation Each Day: _

4. Amount Requested: \$10,000 5. Funds Disbursement Date: _

Section C: Certification

Signature of Authorized Official/Individual

03-19-2025

Date

Eric Ayers

President, Thomas Dorsey Festival, Inc

Printed Name of Authorized Official/Individual

Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _

Sample Project Budget

EXPENSES	AMOUNT \$
Facility rental	
Parking	
Security	260.00
Food	900.00
Service Park & Rec setup/breakdown	1,800.00
Entertainment	11,000.00
Speakers Sound & Lighting	6,000.00
Transportation	
Hotels	
Equipment rental	
Barriers	
City Employee Wages	
Security Supplies	2,100.00
Tables	
Tents	
Chairs	
Concessions	
Printing	900.00
Save-the-Date/Invitations/Tickets	850.00
Brochures/Posters/Fliers/Press Packets	
Signage	
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography Fireworks	5,000.00
TOTAL EXPENSES	28,810.00

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	18,810.00
Sponsorships/Grants	10,000.00
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	
TOTAL REVENUES	28,810.00

NET INCOME (or LOSS)

Income less Expenses: \$ 0