

# IMPOUNDMENT DIKE NO. 3 MODIFICATIONS BIDDING DOCUMENTS



**ADVERTISEMENT FOR BIDS  
FOR  
DALTON UTILITIES IMPOUNDMENT NO. 3 MODIFICATION  
PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND  
SINKING FUND COMMISSIONERS  
OF THE  
CITY OF DALTON, GEORGIA  
D/B/A DALTON UTILITIES**

Sealed Proposals for the DALTON UTILITIES IMPOUNDMENT NO. 3 MODIFICATION PROJECT for the BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITIES (“Owner”) will be received in the Auditorium of the Dalton Utilities Administration Building at 1200 V.D. Parrott Jr. Parkway until **5:00 P.M.** local time **November 6th, 2023**, will be publicly opened and read at **2:00 P.M.** on **November 9th, 2023**.

Work to be Done: The work to be done (hereinafter referred to as “Work”) consists of furnishing all materials and equipment, except those specified in the Bid, and performing all labor necessary for the following project (hereinafter referred to as “Project”):

- Preliminary and Temporary Works.
- Removal, Stockpiling and Replacement of Riprap and Topsoil.
- Abandonment of an Existing Piezometer.
- Excavation at the Dam Crest and placement of excavated material on site.
- Erosion and Sedimentation Control.
- Activities for compliance with the conditions of the NPDES General Permit.

The Contractor’s work includes all erosion, sedimentation, and pollution control necessary for the project. The cost of any permits required for erosion control and land disturbing will be borne by the Owner. The Contractor will be responsible for the cost of any other permits or licenses required to complete the work. The Contractor will complete all necessary clean-up and restoration work to include filling, finish grading, grassing, landscaping, pavement repairs, driveway repairs, culvert repairs, drainage ditch restoration and other necessary restoration activities such that post construction conditions are **EQUAL TO OR BETTER** than those conditions that existed prior to any construction activity occurring.

**001113-2**  
**Advertisement for Bids**

The Owner is authorized to issue change orders, without the necessity of additional requests for bids, within the scope of the Project when appropriate or necessary in the performance of the contract. No additional work shall be performed unless authorized by the Owner. The bidder declares that it understands that the unit price quantities shown in the proposal are provided for reference and are subject to adjustment by either increase or decrease, by the Owner, to meet the intent of the project as shown on the design drawings.

**Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held on-site for all properly pre-qualified bidders. This meeting will be held on **Friday, October 13, 2023**, at 10: Mitchell Bridge Road, Dalton, Georgia. This meeting is mandatory and if a properly pre-qualified bidder does not attend, then Dalton Utilities will not open a bid from this contractor.

**Time Allotted:** All work as specified herein shall be completed by **May 1, 2024**. Contractors submitting bids on project must be prepared to proceed with work within three weeks of bid opening.

**Bids:** Bids shall contain complete and detailed prices for labor, equipment, and construction materials for all items listed.

**Contractor's License:** All bidders must possess any and all licenses and permits as may be required by applicable federal, state and/or local law/ordinances. The Georgia Utility Contractor License Number shall be written on the face of the bid.

**Performance and Bid Bond:** A bid bond will be required in the amount of 10% of the total bid amount. A contract performance bond and a payment bond, in an amount equal to one hundred percent (100%) of the contract price, will be required of the successful bidder.

**Withdrawal of Bids:** Except as provided in O.C.G.A. Section 36-91-50, no submitted bid may be withdrawn for a period of sixty (90) days after the scheduled closing time for the receipt of bids.

**Additional Instructions to Bidders, Drawings, Specifications and Contract Documents:** Additional instructions to bidders, drawings, specifications, and other contract documents may be examined at Dalton Utilities, Watershed Engineering Services, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia. Drawings, Specifications and Contract Documents may be obtained at Dalton Utilities' website <https://www.dutil.com/resources/> or in person at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721.

**Acceptance or Rejection of Bids:** The right is reserved to accept or reject any and all bids and to waive technicalities and informalities.

**Statutory Requirements:** Notwithstanding any provision of this advertisement, all proposals must also comply with the minimum applicable requirements of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

E-Verify Requirements: All contractors and subcontractors performing work for Dalton Utilities must participate in the E-Verify Program pursuant to the Georgia Security and Immigration Compliance Act (SB 529).

THE BOARD OF WATER, LIGHT AND SINKING FUND  
COMMISSIONERS OF THE CITY OF DALTON, GEORGIA

By: John Thomas, Chief Executive Officer

# SECTION

# A BID FORM

## BID FORM

Project Description: Impoundment Dike No. 3 Modifications

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder"),

To: The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton,  
Georgia.

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of this project, having examined the Drawings and Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project by **May 1, 2024** as stipulated in the specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

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

Bidder agrees to perform all necessary work as described in the Specifications and shown on the Plans to complete the Project as specified, including all appurtenant and accessory work for the attached price(s).

The Bidder shall include all labor, materials, equipment, supplies, overhead, profit, insurance, etc., to cover the finished work of the several kinds for which are called for a single lump sum Price of:

\_\_\_\_\_

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within twenty (20) calendar days and deliver surety bonds and certificate(s) of insurance as required by the Contract Documents. 10 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_ Phone: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_ Contractor License No. \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attest for corporation secretary; for a partnership by another partner; for an individual By a Notary*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*(SEAL)*

Address for giving notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# SECTION

# B

# BID BOND FORM

## BID BOND (DAMAGES FORM)

<b>Bidder</b> Name: _____ Address <i>(principal place of business)</i> : _____	<b>Surety</b> Name: _____ Address <i>(principal place of business)</i> : _____
<b>Owner</b> Name: Dalton Utilities Address <i>(principal place of business)</i> : 1200 VD Parrott Jr. Parkway Dalton, Georgia 30721	<b>Bid</b> Project <i>(name and location)</i> : Impoundment Dike #3 Reservoir Modification  Bid Due Date: November 6, 2023
<b>Bond</b> Bond Amount: _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SECTION**

**C CONSTRUCTION  
CONTRACT**

**CONSTRUCTION CONTRACT  
FOR  
Impoundment Dike No. 3 Modifications**

This construction contract ("Contract") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, D/B/A DALTON UTILITIES, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH:

That for in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Definitions. As used in this Contract, the following terms are defined as follows:
  - A. "Contract Documents" mean and include the following (and all exhibits and amendments thereto):
    - (i) Advertisement for Bids;
    - (ii) Instructions to Bidders;
    - (iii) Contractor's Bid;
    - (iv) Bid Bond;
    - (v) This Contract;
    - (vi) Payment Bond;
    - (vii) Performance Bond;
    - (viii) Notice of Award;
    - (ix) Notice to Proceed;
    - (x) Plans and Specifications;
    - (xi) Drawings; and
    - (xii) any and all Change Orders.
  - B. "Completion Date" means the date that the Contractor has completed all of its Work regarding the Project and all of the certifications and affidavits have been executed in compliance with the Contract Documents.
  - C. "Project" means **Impoundment Dike No. 3 Modification**, as previously described in the Contract Documents.
  - D. "Work" means all materials, supplies, tools, equipment, labor, installation, testing, and all other services necessary for the completion of the Project.
2. Performance of Work by Contractor. The Contractor shall perform all of the Work described in the Contract Documents and comply with the terms therein for the price set forth in the Notice of Award, as may be modified by Change Orders. All Work performed by the Contractor shall be subject to the inspection and approval of the Owner.
3. Changes from Plans and Specifications. Any and all changes from the Contract Plans and Specifications shall be approved by the Owner prior to any changes in the Work being

performed. Any and all changes from the Contract Plans and Specifications that result in a change in the scope of work to be performed shall be approved by the Owner in writing by a written Change Order Form, executed by the Owner and Contractor prior to any changes in the Work being performed. For the purpose of this section, a change in the scope of the Work to be performed occurs whenever there is a change in the total price of the Contract or the scheduled Completion Date.

4. Time Period for Performance of Work. The Contractor will be required to complete all work for the project by **May 1, 2024** unless the time period is modified by a written Change Order that has been executed by the Owner and Contractor. In addition, the Contractor shall achieve completion dates as specified in the Contract Documents for specific tasks to be accomplished as part of the overall Project. Work shall begin on the date specified in the Notice to Proceed. The Contractor shall deploy labor, materials, and equipment such that Work is prosecuted regularly, diligently and uninterrupted, at a rate of progress that will ensure meeting all final or task specific completion dates.

5. Bonds.

- A. Performance Bond. The Contractor shall provide a performance bond approved by the Owner in the amount of at least the total amount payable by the terms of this Contract and shall be increased as the total amount payable pursuant to this Contract is increased. The Contractor shall be required to maintain the performance bond in the amount of 100% of the total Contract price until the expiration of the warranty period.
- B. Payment Bond. The Contractor shall provide a payment bond approved by the Owner in an amount equal to the total amount payable by the terms of this Contract as may be amended, for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the performance of this Contract.

6. Compliance with Laws, Regulations, and Contractor Requirements. The Contractor will comply with all applicable laws and with all the requirements of any and all federal, state, and local authorities having jurisdiction over said Work or any matters connected therewith. Contractor will also comply with all requirements contained in General Requirements and Conditions of the Plans and Specifications.

7. Payment for Work Performed. The owner will pay only for Work completed in accordance with the unit prices detailed in the bid and as otherwise herein stated. The Contractor shall submit invoices not later than the tenth day of each month to the Owner for the Work completed during the preceding month and will attach to such invoices a detailed summary of the Work completed during the preceding month and the Contract period to date in a format prescribed by the Owner at the pre-construction meeting. Should the Owner not prescribe a format, the Contractor shall present the Owner with a format for review and approval prior to the first invoice being submitted. In preparing invoices, materials not subject to deterioration delivered on the Project site will be taken into consideration for inclusion in the payment request. The stored materials list must include

a brief description (not just manufacturer's name), invoice, material received during the period, and material used during the period. The eligible cost for on-site material included in the payment shall be the amount of the manufacturer invoice reduced by ten percent (10%) of the amount. All material and Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

Within 30 days after the receipt and approval of the invoices, the Owner will pay the Contractor for the Work covered by said invoices and completed in accordance with this Contract less any applicable retainage as discussed below in Section 8. Contractor agrees to and hereby does waive all rights to interest on retainage.

8. Retainage. The Owner shall retain a maximum of ten percent (10%) of each progress payment described in Section 7 of this Agreement. However, the Owner shall not, except as set forth hereinafter, withhold any additional retainage when fifty percent (50%) of the total Contract price, including Change Orders and other additions to the Contract, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the Owner. If after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, the Owner may resume retention at the previous retention percentage level.

9. Non-Exclusivity. It is understood and agreed that this Agreement is not exclusive and that the Owner shall have the right to employ other persons or entities to perform work for it similar to that herein provided for and shall also have the right to perform such work for itself.

10. Warranty. The Contractor warrants and guarantees for a period of one (1) year from the Completion Date that the Contractor's Work is free from any and all defects. The Contractor shall promptly make all repairs or other corrections necessary as a result of said defects, including repairs to any other portion of the Project that are necessitated by said defects. If the Contractor fails to promptly make such repairs or corrections, the Owner may make, or contract with a third party to make, said repairs or corrections, and charge the Contractor the cost incurred by the Owner. The Contractor's Performance Bond shall remain in full force and effect during the warranty period. This Section shall survive the termination of this Agreement.

11. Insurance: The Contractor shall provide to the Owner proof and scope of insurance coverage in the form of a certificate of insurance currently in force. The Contractor shall maintain said insurance coverage during the entire time period of the Contractor's performance of this Contract and warranty period. The certificate of insurance must list The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities and the City of Dalton as an additional named insured. The insurance

shall not be cancelled or materially altered unless at least 30 days prior written notice has been given to the Owner. This coverage must include but is not limited to:

A. Worker's Compensation Insurance: Worker's Compensation for every person engaged in any work on the Project.

B. General Liability: Comprehensive General Liability for products and completed operations shall be XC, U, and the ISO Broadform General Liability endorsement or its equivalent. This coverage shall include:

1. Bodily Injury Insurance in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.

2. Property Damage Insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.

3. Automobile Liability including bodily injury and property damage of aforesaid amount.

4. Owner's Protective Liability Insurance to be issued in the name of the Owner for liability and property damage in an amount to be determined by the owner.

5. Umbrella Policy to provide for increase in coverage of basic policies to an amount not less than \$5,000,000.

6. Builder's Risk or Installation Floater Insurance for fire and increase of coverage in the amount at all times at least equal to the amount paid on account of work and materials to be set up in the names of Owner and Contractor as their interest may appear.

12. Indemnification: The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including claims for consultants' and attorneys' fees, arising out of or resulting from the failure to perform the Work in a good and workmanlike manner by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

13. Termination of Contract. In the event the Contractor shall violate any of the provisions of this Contract or any of the other Contract Documents, or if the quality or quantity of the

Work performed is, in the sole judgment of the Owner, substandard or unsatisfactory, the Owner shall have the right to terminate this Contract upon 10 days written notice to the Contractor. If this Contract is terminated by the Owner pursuant to the provisions of this Section, Contractor shall be responsible for payment of all damages incurred by the Owner as a result of said termination, including but not limited to the cost of completing the Work on the Project.

14. Other Remedies. If the Contractor defaults under any of the provisions of the Contract Documents, the Owner shall be entitled to pursue all remedies permitted by law, including but not limited to those remedies set forth elsewhere in the Contract Documents. All remedies of the Owner are cumulative and non-exclusive.

15. Liquidated Damages for Delay in Completion of Project. The Contractor shall proceed with the Work at a rate of progress that will insure completion of the Project by the Completion Date. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for Project completion described is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Project. It is further agreed that time is of the essence of each and every portion of this Project.

If the Contractor shall fail to complete all of the Work required by the Completion Date, or extended time if authorized by a Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages of \$ 1,000.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor acknowledges that the actual dollar amount of liquidated damages is difficult to determine, but the dollar amount of liquidated damages set forth above is a reasonable estimate of said damages incurred by the Owner.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the Work is due to the following and the Contractor has promptly given written notice of such delay to the Owner (and Engineer if there is an Engineer on the Project):

A. To any preference, priority or allocation order duly issued by the Owner.

B. To unforeseeable causes 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 abnormal and unforeseeable weather; and,

C. To any delays of subcontractors occasioned by any of the causes specified in paragraphs A and B above.

16. Approval of Subcontractors. The Contractor acknowledges and agrees that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must

be approved in writing by the Owner prior to the subcontractor performing any work on the Project.

17. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties hereto with respect to its subject matter and there are no representations, warranties, agreements, undertakings or conditions, express or implied, except as set forth herein. In the event of any conflict between the provisions of the Contract and the other Contract Documents, the provisions of the Contract control.

18. Modification to Agreement. This Contract may not be amended, supplemented or otherwise modified except by written instrument signed by each of the parties hereto.

19. Notices. Any notices or other communications required or permitted to be given and instruments referred to herein must be given in writing and personally delivered or mailed by prepaid certified mail to the following addresses:

If to Owner: Dalton Utilities  
Attn: CEO  
PO Box 869  
1200 V.D. Parrott, Jr. Parkway  
Dalton, Georgia 30722

If to Contractor:

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is mailed (postmarked) or personally delivered as aforesaid. Any party may change its address for purposes of this Contract by giving notice of said change to the other parties pursuant to this Section.

20. Non-Waiver. No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

21. Severability. Every provision of this Contract is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

22. Governing Law. This Contract shall be deemed to have entered into in and shall be construed in accordance with and governed by the laws of the State of Georgia.

23. Binding Effect. The provisions of this Contract shall be binding upon and shall insure to the benefit of each of the parties hereto and their respective and permitted successors and assigns.

24. Time is of the Essence. Time is of the essence of each and every provision of this Contract.

25. No Third-Party Beneficiaries. Except as may be otherwise expressly provided in this Contract, nothing contained herein, express or implied, is intended to, nor shall it (1) confer on any entity other than the parties hereto and their respective and permitted, successors and assigns, any rights, remedies, obligations under or by reason of this Contract.

26. Captions. The sections and captions contained herein are for convenience and reference only, and are not intended to define, extend, extend, or limit any provision of this Contract.

27. Confidentiality. To the extent not prohibited by law, the Contractor shall keep confidential the terms of the Contract Documents.

28. Assignment. This Contract may not be assigned by the Contractor without the prior written consent of the Owner.

29. No partnership. This Contract shall not be interpreted or construed to create an association, joint venture, partnership, or employer-employee relationship between the Parties, nor to impose any such obligations or liability on either party. Furthermore, neither party shall have nay right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.

30. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original Agreement.

ATTEST: (As to Contractor)

\_\_\_\_\_

CONTRACTOR

Name:

By: \_\_\_\_\_ L.S.

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Chief Watershed Strategic Initiatives

BOARD OF WATER, LIGHT AND  
SINKING FUND COMMISSIONERS  
OF THE CITY OF DALTON, GEORGIA

By: \_\_\_\_\_ L.S.

(SEAL)

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

Tom A. Bundros  
CEO

**SECTION**

**D** PERFORMANCE  
BOND FORM

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS, CONTRACTORS NAME & ADDRESS** (hereinafter called the “Principal”) and **SURETY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **AMOUNT \_\_\_\_\_**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, **2023** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Impoundment Dike No. 3 Modification***, more particularly described in the Construction Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions;  
or

2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

**006113.13-2**  
**Performance Bond**

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

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

This Bond is intended to comply with O.C.G.A. Section 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**(Insert Contractors Name)**

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

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

**SURETY**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

[Attach Power of Attorney]

# SECTION



**E**

PAYMENT  
BOND FORM

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS, CONTRACTORS NAME & ADDRESS** (hereinafter called the “Principal”) and **SURETY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **AMOUNT** \_\_\_\_\_, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, **2023** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the *Impoundment Dike No. 3 Modification* more particularly described in the Construction Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or

modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**(Insert Contractors Name)**

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

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

**SURETY**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_


(SEAL)

Title: \_\_\_\_\_

[Attach Power of Attorney]

# SECTION

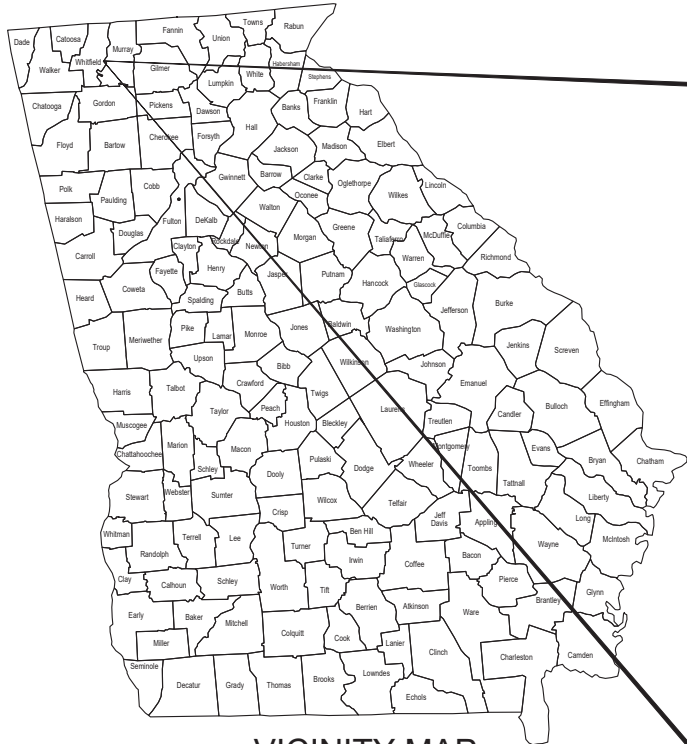
# F DESIGN DRAWINGS



DALTON UTILITES

# IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION

2023/08/28



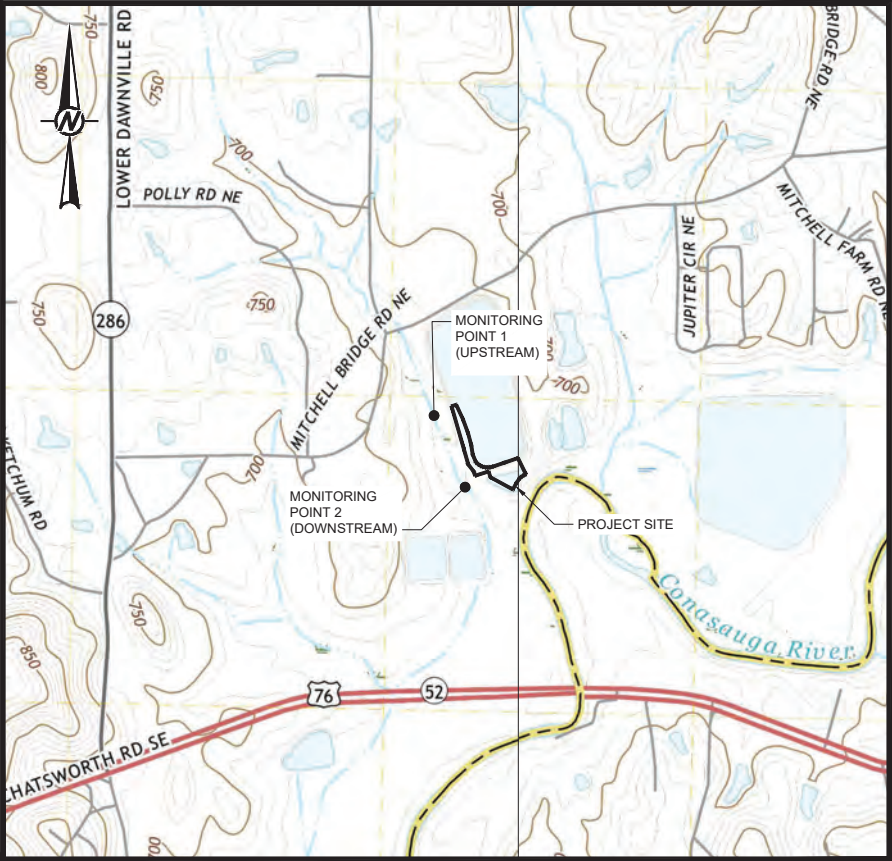
VICINITY MAP

**PLANS PREPARED FOR**  
DALTON UTILITIES  
1200 VD PARROTT PARKWAY  
DALTON, GEORGIA 30720

**24 HR. CONTACT  
PRIMARY PERMITTEE**  
KEITH COFFEY  
DALTON UTILITIES  
706-529-1005  
KCOFFEY@DUTIL.COM

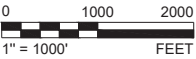
**PLANS PREPARED BY**  
WSP USA INC.  
5170 PEACHTREE RD.  
BUILDING 100, SUITE 300  
CHAMBLEE, GEORGIA 30341

**DESIGN ENGINEER CONTACT**  
MICHAEL CHILSON, P.E.  
WSP USA INC.  
(770) 496-1893



USGS TOPOGRAPHIC MAP, 7.5 MINUTE SERIES GEORGIA QUADRANGLE: DALTON NORTH AND CHATSWORTH, GA.  
DATED 2020. 20' CONTOURS.

SITE LOCATION MAP



	LIST OF SHEETS
01	COVER SHEET
02	PHASE 1 EXISTING CONDITION
03	PHASE 2 PROPOSED GRADING
04	PHASE 3 FINAL STABILIZATION
05	EROSION & SEDIMENTATION CONTROL DETAILS
06	EROSION & SEDIMENTATION CONTROL NOTES 1
07	EROSION & SEDIMENTATION CONTROL NOTES 2



GEORGIA SOIL AND WATER  
CONSERVATION COMMISSION

MICHAEL T. CHILSON  
LEVEL II DESIGN PROFESSIONAL

CERTIFICATION NUMBER 0000072142  
ISSUED: 04/04/2021 EXPIRES: 04/04/2024

PROFESSIONAL ENGINEER  
SEAL IS AFFIXED HEREIN FOR  
THE FOLLOWING:

- ☐ PERMITTING
- ☒ CONSTRUCTION

IFC REV0  
2023/08/28

GEORGIA SAFE DAMS PROGRAM



MICHAEL CHILSON  
GEORGIA PROFESSIONAL ENGINEER  
CERTIFICATE NUMBER 036075

CLIENT  
DALTON UTILITES

CONSULTANT



YYYY-MM-DD	2023-08-28
DESIGNED	MTC
PREPARED	MTC
REVIEWED	SJC
APPROVED	SJC

PROJECT  
IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION  
V.D. PARROT WATER FILTRATION PLANT  
WHITFIELD COUNTY, GEORGIA

TITLE  
COVER SHEET

PROJECT NO.  
18111496

REV.  
0

SHEET  
1

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LEGEND

- 270 EXISTING CONTOURS
- 268 PROPOSED CONTOURS
- 270 268 CULVERTS AND PIPES
- TREE LINE
- PAVED ROAD
- GRAVEL ROAD
- EDGE OF WATER & STREAM BUFFER
- UT OVERHEAD POWER LINE
- LIMIT OF DISTURBANCE
- LIMIT OF SOIL SPREAD AREA
- DRAIN OUTLET
- DRAIN CLEAN OUT

- Ds2 DISTURBED AREA STABILIZATION WITH MULCH
- Ds2 Ds3 DISTURBED AREA STABILIZATION WITH TEMPORARY AND PERMANENT SEEDING.
- Co CONSTRUCTION EXIT
- Sd1 x SEDIMENT BARRIER
- NS - NON SENSITIVE AREAS
- Cr ROAD STABILIZATION
- Su SURFACE ROUGHENING

REFERENCES

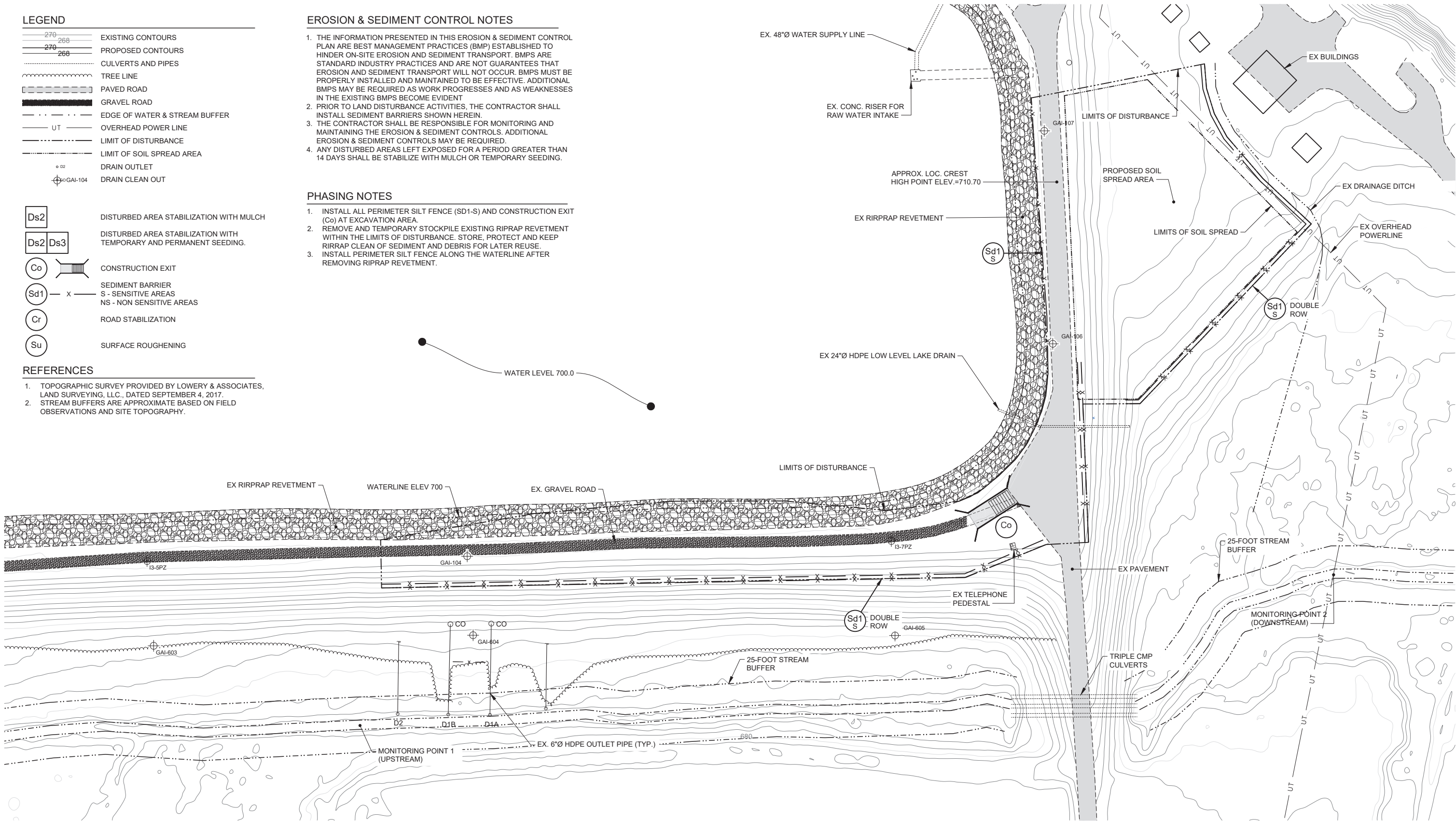
- TOPOGRAPHIC SURVEY PROVIDED BY LOWERY & ASSOCIATES, LAND SURVEYING, LLC., DATED SEPTEMBER 4, 2017.
- STREAM BUFFERS ARE APPROXIMATE BASED ON FIELD OBSERVATIONS AND SITE TOPOGRAPHY.

EROSION & SEDIMENT CONTROL NOTES

- THE INFORMATION PRESENTED IN THIS EROSION & SEDIMENT CONTROL PLAN ARE BEST MANAGEMENT PRACTICES (BMP) ESTABLISHED TO HINDER ON-SITE EROSION AND SEDIMENT TRANSPORT. BMPs ARE STANDARD INDUSTRY PRACTICES AND ARE NOT GUARANTEES THAT EROSION AND SEDIMENT TRANSPORT WILL NOT OCCUR. BMPs MUST BE PROPERLY INSTALLED AND MAINTAINED TO BE EFFECTIVE. ADDITIONAL BMPs MAY BE REQUIRED AS WORK PROGRESSES AND AS WEAKNESSES IN THE EXISTING BMPs BECOME EVIDENT
- PRIOR TO LAND DISTURBANCE ACTIVITIES, THE CONTRACTOR SHALL INSTALL SEDIMENT BARRIERS SHOWN HEREIN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING THE EROSION & SEDIMENT CONTROLS. ADDITIONAL EROSION & SEDIMENT CONTROLS MAY BE REQUIRED.
- ANY DISTURBED AREAS LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZE WITH MULCH OR TEMPORARY SEEDING.

PHASING NOTES

- INSTALL ALL PERIMETER SILT FENCE (SD1-S) AND CONSTRUCTION EXIT (Co) AT EXCAVATION AREA.
- REMOVE AND TEMPORARY STOCKPILE EXISTING RIPRAP REVETMENT WITHIN THE LIMITS OF DISTURBANCE. STORE, PROTECT AND KEEP RIPRAP CLEAN OF SEDIMENT AND DEBRIS FOR LATER REUSE.
- INSTALL PERIMETER SILT FENCE ALONG THE WATERLINE AFTER REMOVING RIPRAP REVETMENT.

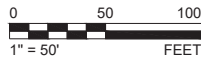


GEORGIA SOIL AND WATER  
CONSERVATION COMMISSION

MICHAEL T. CHILSON  
LEVEL II DESIGN PROFESSIONAL

CERTIFICATION NUMBER 0000072142  
ISSUED: 04/04/2021 EXPIRES: 04/04/2024

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IFC REV0  
2023/08/28

GEORGIA SAFE DAMS PROGRAM



MICHAEL CHILSON  
GEORGIA PROFESSIONAL ENGINEER  
CERTIFICATE NUMBER 036075

CLIENT  
DALTON UTILITIES

CONSULTANT



YYYY-MM-DD	2023/08/28
DESIGNED	MTC
PREPARED	MTC
REVIEWED	SJC
APPROVED	SJC

PROJECT  
IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION  
V.D. PARROT WATER FILTRATION PLANT  
WHITFIELD COUNTY, GEORGIA

TITLE  
EROSION & SEDIMENTATION CONTROL PLAN  
PHASE 1 EXISTING CONDITIONS

PROJECT NO.  
18111496

REV.  
0

SHEET  
02

1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM A AND D

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LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- CULVERTS AND PIPES
- TREE LINE
- PAVED ROAD
- GRAVEL ROAD
- EDGE OF WATER & STREAM BUFFER
- OVERHEAD POWER LINE
- UT
- LIMIT OF DISTURBANCE
- LIMIT OF SOIL SPREAD AREA
- DRAIN OUTLET
- DRAIN CLEAN OUT
- GAI-104

- Ds2 DISTURBED AREA STABILIZATION WITH MULCH
- Ds2 Ds3 DISTURBED AREA STABILIZATION WITH TEMPORARY AND PERMANENT SEEDING.
- Co CONSTRUCTION EXIT
- Sd1 S - SENSITIVE AREAS
- NS - NON SENSITIVE AREAS
- Cr ROAD STABILIZATION
- Su SURFACE ROUGHENING

REFERENCES

- TOPOGRAPHIC SURVEY PROVIDED BY LOWERY & ASSOCIATES, LAND SURVEYING, LLC., DATED SEPTEMBER 4, 2017.
- STREAM BUFFERS ARE APPROXIMATE BASED ON FIELD OBSERVATIONS AND SITE TOPOGRAPHY.

EROSION & SEDIMENT CONTROL NOTES

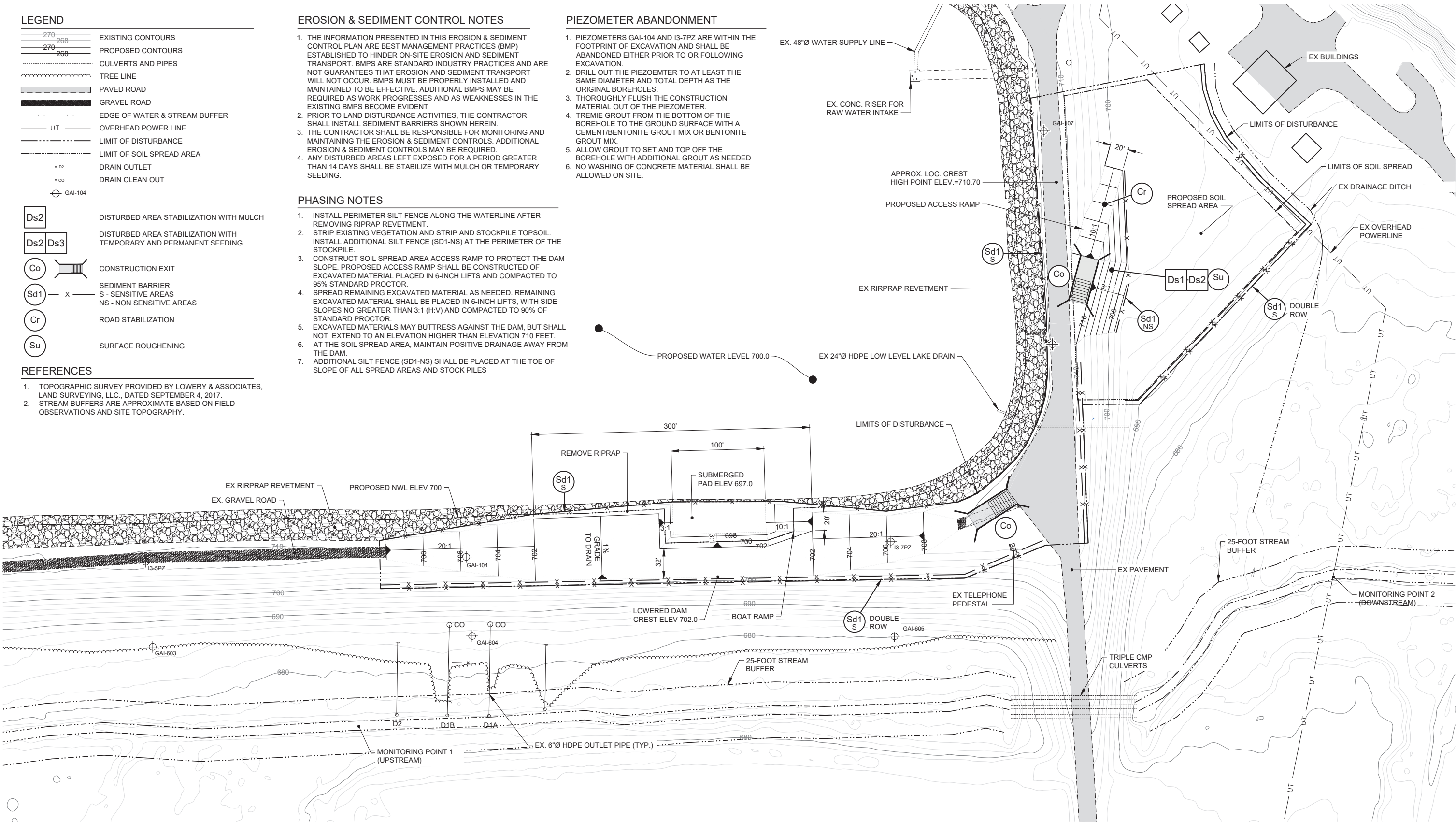
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- PRIOR TO LAND DISTURBANCE ACTIVITIES, THE CONTRACTOR SHALL INSTALL SEDIMENT BARRIERS SHOWN HEREIN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING THE EROSION & SEDIMENT CONTROLS. ADDITIONAL EROSION & SEDIMENT CONTROLS MAY BE REQUIRED.
- ANY DISTURBED AREAS LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZE WITH MULCH OR TEMPORARY SEEDING.

PHASING NOTES

- INSTALL PERIMETER SILT FENCE ALONG THE WATERLINE AFTER REMOVING RIPRAP REVETMENT.
- STRIP EXISTING VEGETATION AND STRIP AND STOCKPILE TOPSOIL. INSTALL ADDITIONAL SILT FENCE (SD1-NS) AT THE PERIMETER OF THE STOCKPILE.
- CONSTRUCT SOIL SPREAD AREA ACCESS RAMP TO PROTECT THE DAM SLOPE. PROPOSED ACCESS RAMP SHALL BE CONSTRUCTED OF EXCAVATED MATERIAL PLACED IN 6-INCH LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.
- SPREAD REMAINING EXCAVATED MATERIAL AS NEEDED. REMAINING EXCAVATED MATERIAL SHALL BE PLACED IN 6-INCH LIFTS, WITH SIDE SLOPES NO GREATER THAN 3:1 (H:V) AND COMPACTED TO 90% OF STANDARD PROCTOR.
- EXCAVATED MATERIALS MAY BUTTRESS AGAINST THE DAM, BUT SHALL NOT EXTEND TO AN ELEVATION HIGHER THAN ELEVATION 710 FEET.
- AT THE SOIL SPREAD AREA, MAINTAIN POSITIVE DRAINAGE AWAY FROM THE DAM.
- ADDITIONAL SILT FENCE (SD1-NS) SHALL BE PLACED AT THE TOE OF SLOPE OF ALL SPREAD AREAS AND STOCK PILES

PIEZOMETER ABANDONMENT

- PIEZOMETERS GAI-104 AND I3-7PZ ARE WITHIN THE FOOTPRINT OF EXCAVATION AND SHALL BE ABANDONED EITHER PRIOR TO OR FOLLOWING EXCAVATION.
- DRILL OUT THE PIEZOMETER TO AT LEAST THE SAME DIAMETER AND TOTAL DEPTH AS THE ORIGINAL BOREHOLES.
- THOROUGHLY FLUSH THE CONSTRUCTION MATERIAL OUT OF THE PIEZOMETER.
- TREMIE GROUT FROM THE BOTTOM OF THE BOREHOLE TO THE GROUND SURFACE WITH A CEMENT/BENTONITE GROUT MIX OR BENTONITE GROUT MIX.
- ALLOW GROUT TO SET AND TOP OFF THE BOREHOLE WITH ADDITIONAL GROUT AS NEEDED
- NO WASHING OF CONCRETE MATERIAL SHALL BE ALLOWED ON SITE.



GEORGIA SOIL AND WATER  
CONSERVATION COMMISSION

MICHAEL T. CHILSON

LEVEL II DESIGN PROFESSIONAL

CERTIFICATION NUMBER

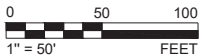
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ISSUED: 04/04/2021

EXPIRES: 04/04/2024

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IFC REV0  
2023/08/28

GEORGIA SAFE DAMS PROGRAM



MICHAEL CHILSON  
GEORGIA PROFESSIONAL ENGINEER  
CERTIFICATE NUMBER 036075

CLIENT  
DALTON UTILITIES

CONSULTANT



YYYY-MM-DD	2023/08/28
DESIGNED	MTC
PREPARED	MTC
REVIEWED	SJC
APPROVED	SJC

PROJECT  
IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION  
V.D. PARROT WATER FILTRATION PLANT  
WHITFIELD COUNTY, GEORGIA

TITLE  
EROSION & SEDIMENTATION CONTROL PLAN  
PHASE 2 PROPOSED GRADING PLAN

PROJECT NO.  
18111496

REV.  
0

SHEET  
03

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM A AND D

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LEGEND

- 270

268

270

260

EXISTING CONTOURS

270

260

270

260

PROPOSED CONTOURS

CULVERTS AND PIPES

TREE LINE

PAVED ROAD

GRAVEL ROAD

EDGE OF WATER & STREAM BUFFER

UT

OVERHEAD POWER LINE

LIMIT OF DISTURBANCE

LIMIT OF SOIL SPREAD AREA

DRAIN OUTLET

DRAIN CLEAN OUT

Ds2

DISTURBED AREA STABILIZATION WITH MULCH

Ds2

Ds3

DISTURBED AREA STABILIZATION WITH TEMPORARY AND PERMANENT SEEDING.

Co

CONSTRUCTION EXIT

Sd1

x

S - SENSITIVE AREAS  
NS - NON SENSITIVE AREAS

Cr

ROAD STABILIZATION

Su

SURFACE ROUGHENING

REFERENCES

1. TOPOGRAPHIC SURVEY PROVIDED BY LOWERY & ASSOCIATES, LAND SURVEYING, LLC., DATED SEPTEMBER 4, 2017.

2. STREAM BUFFERS ARE APPROXIMATE BASED ON FIELD OBSERVATIONS AND SITE TOPOGRAPHY.

EROSION & SEDIMENT CONTROL NOTES

1. THE INFORMATION PRESENTED IN THIS EROSION & SEDIMENT CONTROL PLAN ARE BEST MANAGEMENT PRACTICES (BMP) ESTABLISHED TO HINDER ON-SITE EROSION AND SEDIMENT TRANSPORT. BMPs ARE STANDARD INDUSTRY PRACTICES AND ARE NOT GUARANTEES THAT EROSION AND SEDIMENT TRANSPORT WILL NOT OCCUR. BMPs MUST BE PROPERLY INSTALLED AND MAINTAINED TO BE EFFECTIVE. ADDITIONAL BMPs MAY BE REQUIRED AS WORK PROGRESSES AND AS WEAKNESSES IN THE EXISTING BMPs BECOME EVIDENT

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4. ANY DISTURBED AREAS LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZE WITH MULCH OR TEMPORARY SEEDING.

PHASING NOTES

1. ONCE FINAL GRADES ARE ACHIEVED, SPREAD TOPSOIL OVER THE SOIL SPREAD AREA AND DAM, REPLACE RIPRAP REVETMENT AND STABILIZE THE PROJECT SITE AS SPECIFIED IN THIS PLAN.

2. REPAIR ANY DAMAGE TO THE EXISTING PAVEMENT WHICH MAY HAVE OCCURED.

RIPRAP REVETMENT

1. AT COMPLETION OF GRADING, PLACE A RIPRAP REVETMENT TO THE SAME THICKNESS AND VERTICAL EXTENT AS THE EXSITING COVER ON ALL NEWLY GRADED 3:1 (H:V) SLOPES ALONG THE SHORELINE.

2. STOCKPILED ROCK MAYBE REUSED IF KEPT CLEAN OF SEDIMENT AND DEBRIS. REFURBISH THE ROCK AS NEEDED WITH GDOT TYPE 3 RIPRAP.

3. PLACE A NEW 10 OZ/SF NON-WOVEN GEOTEXTILE UNDER THE RIPRAP. OVERLAP THE EXISTING GEOTEXTILE BY 2 FEET.

ROAD STABILIZATION (Cr)

1. GRADE AREAS SPECIFIED FOR ROAD STABILIZATION (Cr) TO BE 6 INCHES BELOW THE FINAL GRADES SHOWN IN THIS PLAN.

2. GEOTEXTILE, MEETING THE REQUIREMENTS OF AASHTO M288-06 SECTION 8, SHALL BE PLACED ALONG THE PROPOSED ALIGNMENT SUBGRADE.

3. A 6-INCH COURSE OF GRADED AGGREGATE BASE (GAB), PER GEORGIA DOT SPECIFICATION 815, SHALL BE PLACED ALONG THE PROPOSED ALIGNMENT OVER THE GEOTEXTILE TO BRING THE SITE TO FINAL GRADE.

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

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1" = 50' FEET

MICHAEL T. CHILSON

LEVEL II DESIGN PROFESSIONAL

CERTIFICATION NUMBER

0000072142

ISSUED:

04/04/2021

EXPIRES:

04/04/2024

PROFESSIONAL ENGINEER SEAL IS AFFIXED HEREIN FOR THE FOLLOWING:

☐ PERMITTING

☒ CONSTRUCTION

IFC REV0

2023/08/28

GEORGIA REGISTERED PROFESSIONAL ENGINEER

No. 03605

MICHAEL THOMAS

2023

MICHAEL CHILSON

GEORGIA PROFESSIONAL ENGINEER

CERTIFICATE NUMBER 036075

CLIENT

DALTON UTILITIES

CONSULTANT

wsp

YYYY-MM-DD

2023/08/28

DESIGNED

MTC

PREPARED

MTC

REVIEWED

SJC

APPROVED

SJC

PROJECT

IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION  
V.D. PARROT WATER FILTRATION PLANT  
WHITFIELD COUNTY, GEORGIA

TITLE

EROSION & SEDIMENTATION CONTROL PLAN  
PHASE 3 FINAL STABILIZATION

PROJECT NO.

18111496

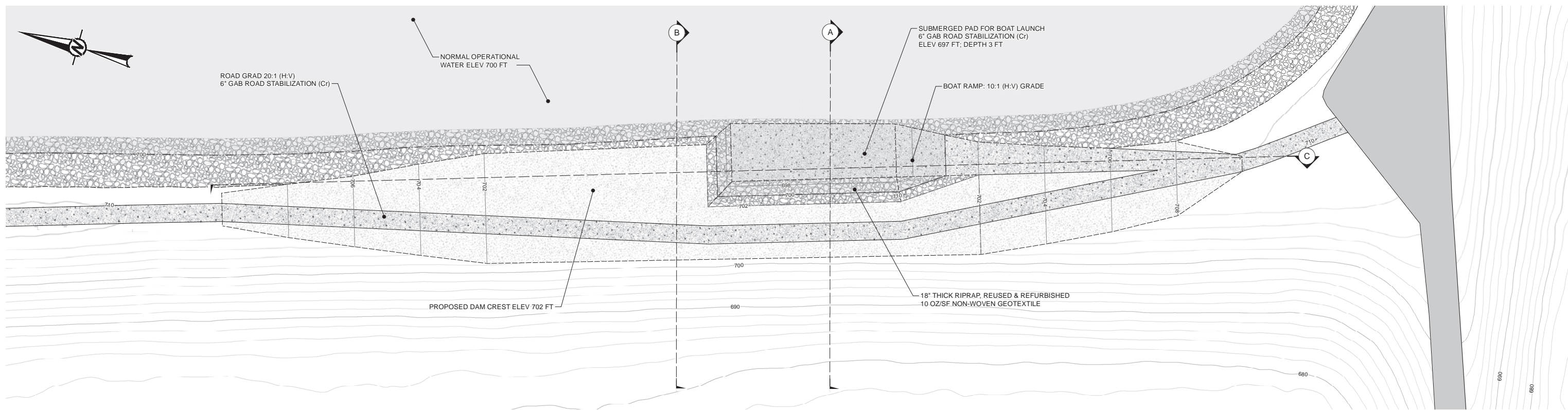
REV.

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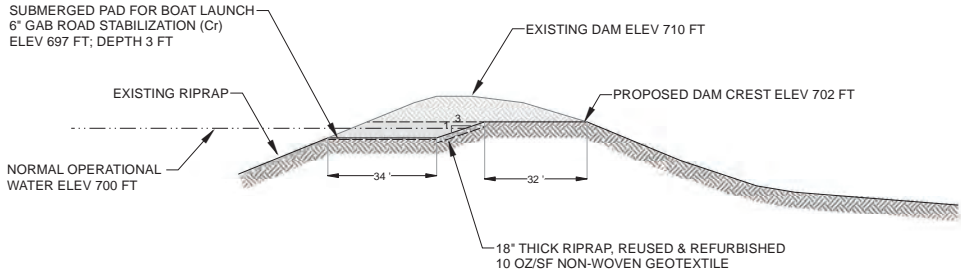
SHEET

04

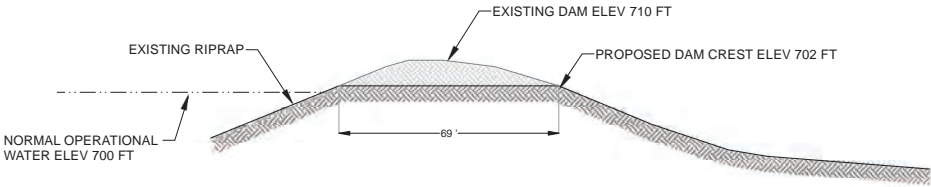
1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM A AND D



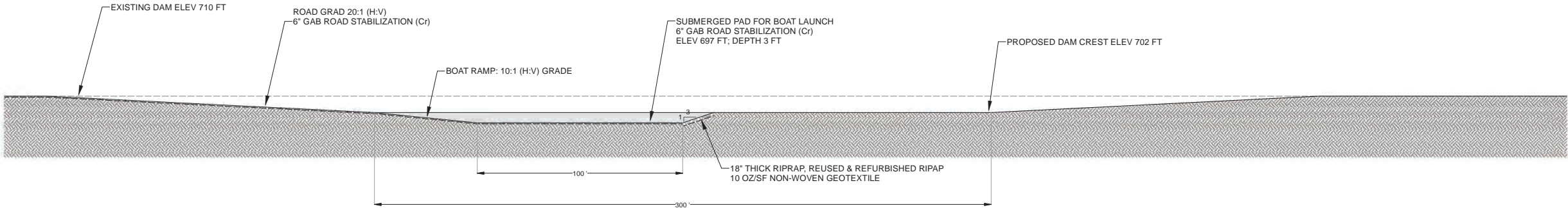
PLAN VIEW



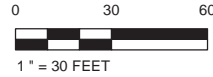
SECTION A-A



SECTION B-B



SECTION C-C



CLIENT  
DALTON UTILITIES

CONSULTANT



YYYY-MM-DD	2023-09-06
DESIGNED	MTC
PREPARED	####
REVIEWED	####
APPROVED	####

PROJECT  
IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION  
V.D. PARROT WATER FILTRATION PLANT  
WHITEFIELD COUNTY, GEORGIA

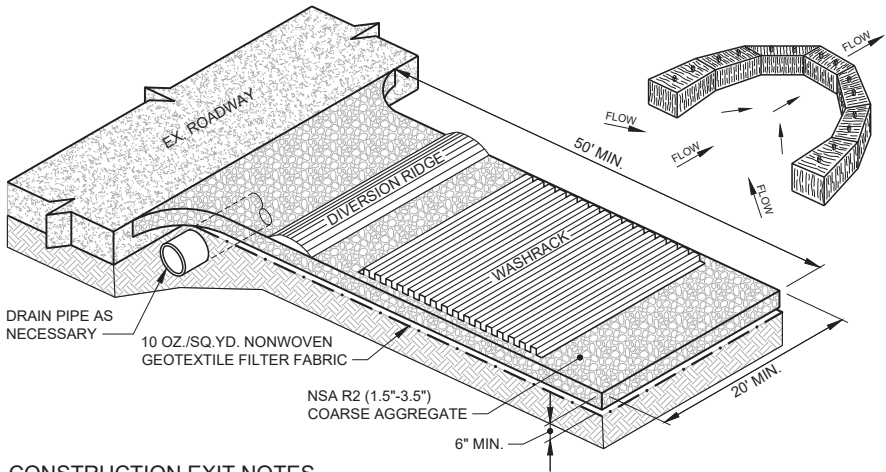
TITLE  
**SECTIONS AND PROFILES**

PROJECT NO.  
18111496

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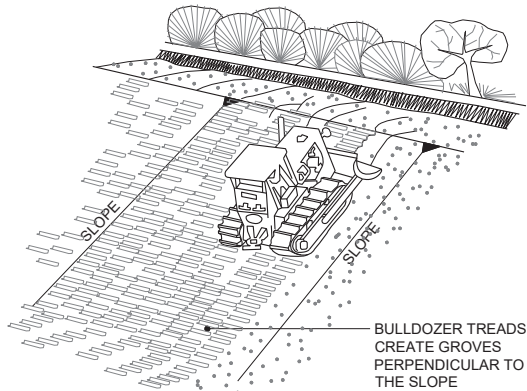
FIGURE  
4A

Path: C:\Users\mthilson\OneDrive\Associates\Dalton Utilities\Hwy Mill Dam - 18111496\Impoundment Dike 3 Design\700\_DesignDrawings\_Vet2\PRODUCTION\DESIGN - 18111496 - 08 EROSION CONTROL.dwg | File Name: 18111496 - 08 EROSION CONTROL.dwg | Last Edited By: usmc700804 Date: 2023-08-28 Time: 10:46:46 AM | Printed By: USMC700804 Date: 2023-08-28 Time: 10:54:20 AM

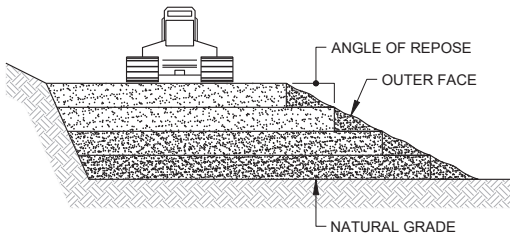


#### CONSTRUCTION EXIT NOTES

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5\"/>



TRACKING



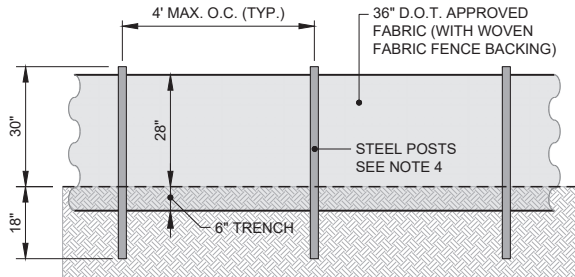
NOTE  
EACH LIFT OF THE FILL IS COMPACTED, BUT THE OUTER FACE OF THE SLOPE IS ALLOWED TO REMAIN LOOSE SO THAT THE ROCK, CLOUDS, ETC. REACH THE NATURAL ANGLE OF REPOSE.

SLOPE FILL TREATMENT

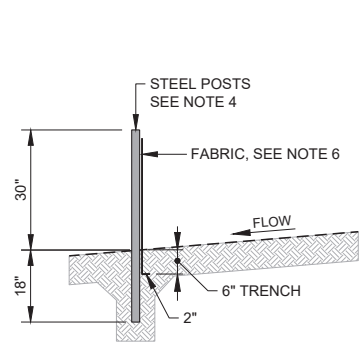


#### SEDIMENT BARRIER NOTES

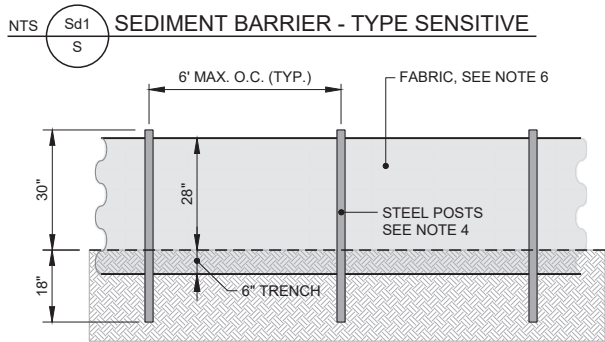
1. SEDIMENT SHALL BE REMOVED ONCE IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE BARRIER.
2. SEDIMENT BARRIERS SHALL BE REPLACED WHENEVER THEY HAVE DETERIORATED TO SUCH AN EXTENT THAT THE EFFECTIVENESS OF THE PRODUCT IS REDUCED (APPROXIMATELY SIX MONTHS) OR THE HEIGHT OF THE PRODUCT IS NOT MAINTAINING 80% OF ITS PROPERLY INSTALLED HEIGHT.
3. TEMPORARY SEDIMENT BARRIERS SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL SEDIMENT ACCUMULATED AT THE BARRIER SHALL BE REMOVED AND PROPERLY DISPOSED OF BEFORE THE BARRIER IS REMOVED.
4. POSTS SHALL BE STEEL OR AS SPECIFIED ON EROSION, SEDIMENT & POLLUTION CONTROL PLAN.



FRONT VIEW  
(FACING UPSTREAM)



SIDE VIEW



FRONT VIEW  
(FACING UPSTREAM)



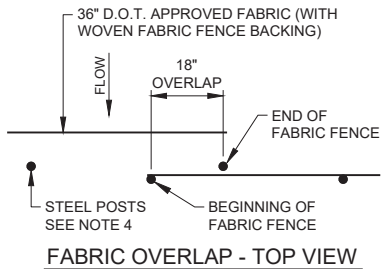
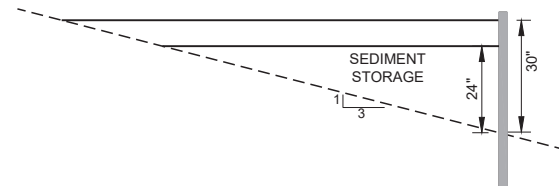
#### CALCULATION OF PROVIDED SEDIMENT STORAGE

SHEET FLOW TO SILT FENCE  
FOR AREAS DISCHARGING FROM THE SITE AS SHEET FLOW THROUGH SILT FENCE (SEE SHEET 5)

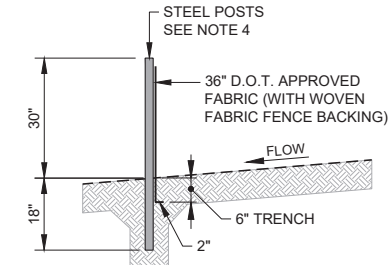
	AREA A	AREA B	AREA C	AREA D	AREA E
HEIGHT OF FENCE (H) =	2.5	2.5	2.5	2.5	2.5 FT
HEIGHT OF SEDIMENT ACCUMULATION (h) =	2.0	2.0	2.0	2.0	2.0 FT
LAND SLOPE OF APPROACH (z) =	3:1	3:1	7:1	3:1	3:1 (H:V)
UNIT STORAGE VOLUME BEHIND FENCE (S) (0.5 x zh^2) =	6.0	6.0	14.0	6.0	6.0 SF
LENGTH OF FENCE DOWNGRADIENT (L) =	670	730	270	430	150 FT
TOTAL SILT FENCE STORAGE (S X L / 27) =	149	162	140	96	33 CY

TOTAL AREA =	0.49	0.78	1.54	0.02	0.14 AC
DISTURBED AREA =	0.49	0.75	1.47	0	0 AC
REQUIRED STORAGE (67 CY/ACRE X DISTURBED AREA)	33	50	98	0	0 CY

AREA A - EXCAVATION AREA DRAINS UPSTREAM, INTO RESERVOIR  
AREA B - EXCAVATION AREA DRAINS DOWNSTREAM, AWAY FROM RESERVOIR  
AREA C - SOIL WASTE AND STOCKPILE AREA DRAINING DOWNSTREAM, AWAY FROM RESERVOIR  
AREA D - PAVED (NOT DISTURBED) DRAINING UPSTREAM, INTO RESERVOIR  
AREA E - PAVED (NOT DISTURBED) DRAINING DOWNSTREAM, AWAY FROM RESERVOIR.



FABRIC OVERLAP - TOP VIEW



SIDE VIEW

#### PERMANENT VEGETATIVE COVER Ds3

SPECIES	RATE (PLS) LBS/ACRE	OPTIMAL PLANTING DATE
BAHIA, WILMINGTON (Paspalum notatum)		
ALONE	60	MAR - MAY
WITH OTHER PERENNIALS	30	
FESCUE, TALL (Festuca arundinacea)		
ALONE	50	MAR - APR, SEP
WITH OTHER PERENNIALS	30	
LESPEDEZA SERICEA (Lespedeza cuneata)		
SCARIFIED	60	APR - MAY
UNSCARIFIED	75	SEP - FEB
LESPEDEZA (Lespedeza vergata DC)		
SCARIFIED	60	APR - MAY
UNSCARIFIED	75	SEP - FEB
LOVEGRASS, WEEPING (Eragrostis curvula)		
ALONE	4	APR - MAY
WITH OTEHR PERENNIALS	2	
REED CANARY GRASS (Phalaris arundinacea)		
ALONE	50	SEP
WITH OTHER PERENNIALS	30	

#### TEMPORARY VEGETATIVE COVER Ds2

SPECIES	RATE (PLS) LBS/ACRE	OPTIMAL PLANTING DATE
BARLEY (Hordeum vulgare)		
ALONE	144	SEP - OCT
IN MIXTURE	24	
LESPEDEZA, ANNUAL (Lespedeza striata)		
ALONE	40	MAR
IN MIXTURE	10	
LOVEGRASS, WEEPING (Eragrostis curvula)		
ALONE	4	APR - MAY
IN MIXTURE	2	
MILLET, BROWNTOP (Panicum fasciculatum)		
ALONE	40	APR - JUN
IN MIXTURE	10	
MILLET, PEARL (Pennisetum glaucum)		
ALONE	50	MAY - JUL
OATS (Avena sativa)		
ALONE	128	OCT
IN MIXTURE	32	
RYE (Secale cereale)		
ALONE	168	SEP - OCT
IN MIXTURE	28	
RYEGRASS, ANNUAL (Lolium temulentum)		
ALONE	40	SEP - OCT
SUDANGRASS (Sorghum sudanese)		
ALONE	60	MAY - JUL
WHEAT (Triticum aestivum)		
ALONE	180	OCT - NOV
IN MIXTURE	30	

- NOTES
1. REFER TO GSWCC MANUAL TABLES 6-4.1 AND 6-5.2 FOR ADDITIONAL NOTES AND EXTENDED (MARGINAL) PLANTING DATES.
  2. PLS IS PURE LIVE SEED
  3. TABLE IS SPECIFIC TO RESOURCE REGION M-L (MOUNTAIN, BLUE RIDGE AND RIDGES AND VALLEY MLRAs).

#### FERTILIZER SCHEDULE

TYPE OF SPECIES	APPLICATION/ YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE LBS./AC.	"N" TOP DRESSING RATE LBS./AC.
COOL SEASON GRASSES	FIRST	6-12-12	1,500	50-100 1/ 2/
	SECOND	6-12-12	1,000	- 30
	MAINTENANCE	10-10-10	400	
COOL SEASON GRASSES & LEGUMES	FIRST	6-12-12	1,500	0-50 1/
	SECOND	0-10-10	1,000	-
	MAINTENANCE	0-10-10	400	
WARM SEASON GRASSES	FIRST	6-12-12	1,500	50-100 2/ 6/
	SECOND	6-12-12	800	50-100 2/
	MAINTENANCE	10-10-10	400	30
WARM SEASON GRASSES & LEGUMES	FIRST	6-12-12	1,500	50 6/
	SECOND	0-10-10	1,000	
	MAINTENANCE	0-10-10	400	
TEMPORARY COVER CROPS SEEDED	FIRST	10-10-10	500	30 5/
ALONE				

- FOOTNOTES:
1. APPLY IN SPRING FOLLOWING SEEDING.
  2. APPLY IN SPLIT APPLICATION WHEN HIGH RATES ARE USED.
  3. APPLY IN 3 SPLIT APPLICATIONS.
  4. APPLY WHEN PLANTS ARE PRUNED.
  5. APPLY TO GRASS SPECIES ONLY.
  6. APPLY WHEN PLANTS GROW TO A HEIGHT OF 2 TO 4 INCHES.

#### CONSTRUCTION SCHEDULE OF MAJOR ACTIVITIES

CONSTRUCTION ACTIVITY	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.
PHASE 1: TOP SOIL STRIPPING & RIPRAP REMOVAL									
PHASE 2: GRADING, EXCAVATION & SOIL SPREAD									
PHASE 3: RIPRAP REPLACEMENT & SITE STABILIZATION									
REMOVE TEMPORARY EROSION CONTROL MEASURES									
EROSION CONTROL MAINTENANCE									



PROFESSIONAL ENGINEER  
SEAL IS AFFIXED HEREIN FOR  
THE FOLLOWING:

- ☐ PERMITTING  
☒ CONSTRUCTION

IFC REV0  
2023/08/28

GEORGIA SAFE DAMS PROGRAM



MICHAEL CHILSON  
GEORGIA PROFESSIONAL ENGINEER  
CERTIFICATE NUMBER 036075

CLIENT  
DALTON UTILITIES

CONSULTANT



YYYY-MM-DD	2023-08-28
DESIGNED	MTC
PREPARED	MTC
REVIEWED	SJC
APPROVED	SJC

PROJECT  
IMPOUNDMENT DIKE #3 RESERVOIR  
V.D. PARROT WATER FILTRATION PLANT  
WHITFIELD COUNTY, GEORGIA

TITLE  
EROSION & SEDIMENTATION CONTROL PLAN  
DETAILS

PROJECT NO.  
18111496

REV.  
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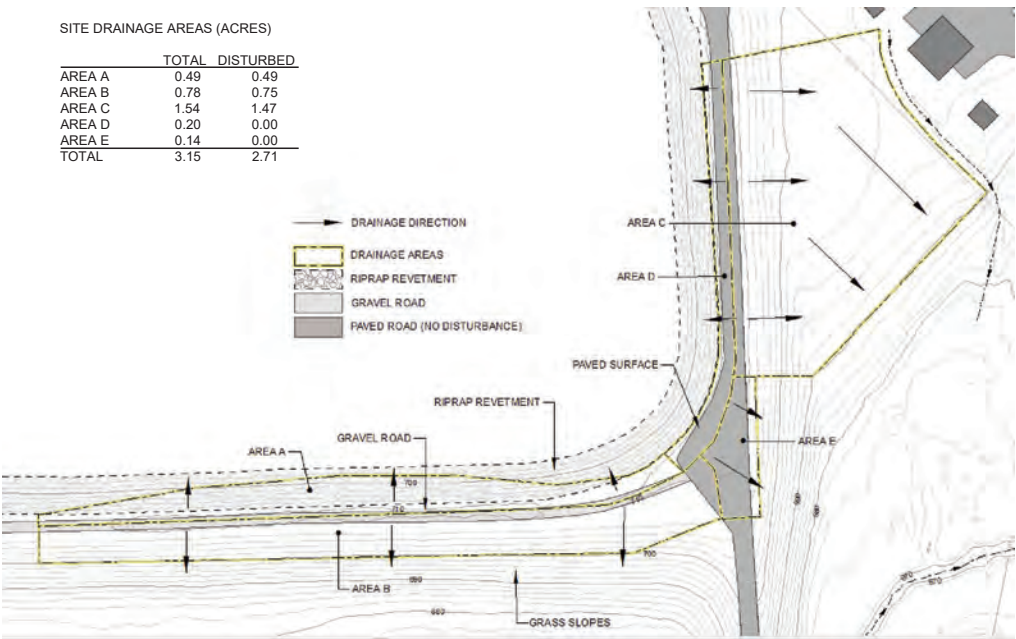
SHEET  
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SITE DRAINAGE AREAS (ACRES)

	TOTAL	DISTURBED
AREA A	0.49	0.49
AREA B	0.78	0.75
AREA C	1.54	1.47
AREA D	0.20	0.00
AREA E	0.14	0.00
TOTAL	3.15	2.71



## SITE DESCRIPTION, RECEIVING WATERS & SENSITIVE AREAS

PROJECT DESCRIPTION: THE PROJECT CONSISTS OF EARTH EXCAVATION TO LOWER THE DAM CREST 8 FEET FROM ELEVATION 710 FEET TO 702 FEET TO ALLOW THE DECLASSIFICATION OF THE DAM FROM A CATEGORY 1, HIGH HAZARD TO CATEGORY 2, LOW HAZARD DAM. EXCAVATED SOILS WILL BE SPREAD ON SITE ADJACENT TO THE DAM. THE SITE IS CURRENTLY AN EARTHEN DAM FOR RAW WATER STORAGE, SURROUNDED BY RESIDENTIAL AND LIGHT INDUSTRIAL PROPERTIES. AS A MUNICIPAL RAW WATER STORAGE FACILITY, THE PROJECT IS EXCEPT FROM THE GEORGIA EROSION AND SEDIMENTATION CONTROL ACT.

SITE LOCATION: DALTON, WHITFIELD COUNTY, GEORGIA      LATITUDE   N 34.7897; LONGITUDE   W 84.8766°

TOTAL PROJECT AREA: 3.15 ACRES  
TOTAL DISTURBED AREA: 2.71 ACRES      NPDES FEES:    \$80/ACRE X 2.71 = \$216.80

NO US OR STATE WATERS ARE LOCATED WITHIN THE DISTURBED AREA. NO STATE STREAM BUFFER IS LOCATED WITHIN THE DISTURBED AREAS. HOWEVER, JURISDICTIONAL WATERS ARE LOCATED WITHIN 200 FEET OF THE PROJECT SITE. JURISDICTIONAL WATERS ARE IDENTIFIED ON THE EROSION AND SEDIMENTATION CONTROL PLAN SHEETS.

RECEIVING WATER IS AN UNNAMED TRIBUTARY OF THE CONASAUGA RIVER.  
THERE ARE NO WATERS LISTED AS BIOTA IMPAIRED WATERS WITHIN 1 MILES OF THE PROJECT SITE.

## SITE HYDROLOGY

THE EXISTING EXCAVATION AREA IS CURRENTLY AN EARTHEN EMBANKMENT DAM WITH RIPRAP REVETMENT ALONG THE SHORELINE, GRAVEL ROAD AT THE CREST AND GRASS DOWNSTREAM SLOPE. THE EXISTING SOIL WASTE AREA IS GRASS COVERED. DRAINAGE FROM THE SITE IS SHOWN BELOW. NO CHANGE IN THE GROUND COVER OR DRAINAGE PATTERNS ARE PROPOSED.

AREA A - EXCAVATION AREA DRAINS UPSTREAM, INTO RESERVOIR  
AREA B - EXCAVATION AREA DRAINS DOWNSTREAM, AWAY FROM RESERVOIR  
AREA C - SOIL WASTE AND STOCKPILE AREA DRAINING DOWNSTREAM, AWAY FROM RESERVOIR  
AREA D - PAVED (NOT DISTURBED) DRAINING UPSTREAM, INTO RESERVOIR  
AREA E - PAVED (NOT DISTURBED) DRAINING DOWNSTREAM, AWAY FROM RESERVOIR.

## OTHER CONTROLS

MATERIAL STORAGE: FOR BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE, PROVIDE COVER (E.G. PLASTIC SHEETING, TEMPORARY ROOFS) TO MINIMIZE THE EXPOSURE OF THESE PRODUCTS TO PRECIPITATION AND TO STORMWATER, OR A SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THESE AREAS. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE EXPOSURE TO PRECIPITATION AND TO STORMWATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK TO STORMWATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE).

WASTE DISPOSAL: ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF ONCE PER WEEK OR MORE OFTEN IF NECESSARY AND TRASH WILL BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ONSITE. ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE JOBSITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTES: ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ES&P FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT BEING USED, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.

PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDED ON-SITE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATERS, NATURAL DRAINS, AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS, SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.

PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

FERTILIZER/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.

CONCRETE WASHOUT: NO CONCRETE PLACEMENT IS PROPOSED FOR THIS PROJECT. IF CONCRETE IS LATER INCORPORATED, MODIFICATION TO THIS PLAN WILL BE REQUIRED.

SANITARY WASTES: A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS. ALL SANITARY UNITS WILL BE LOCATED IN AN AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORM WATER DISCHARGE IS NEGLIGIBLE. ADDITIONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS OR SPECIALLY DESIGNED PLASTIC SKID CONTAINERS AROUND THE BASE, TO PREVENT WASTES FROM CONTRIBUTING TO STORM WATER DISCHARGES. THE LOCATION OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE ES&P CONTROL PLAN BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.

SPILL CLEANUP AND CONTROL PRACTICES: LOCAL, STATE, AND MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL. MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIALS AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST, AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS. SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE, AND FEDERAL REGULATIONS.

FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 800-426-2675.

FOR SPILLS OF AN UNKNOWN AMOUNT, THE NRC WILL BE CONTACTED WITHIN 24 HOURS AT 800-426-2675.

FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL CONTACTED WITHIN 24 HOURS.

FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.

THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1,320 GALLONS OF PETROLEUM IS STORED ONSITE (THIS INCLUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 660 GALLONS, BECAUSE THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN PREPARED BY THE LICENSED PROFESSIONAL.

DUST CONTROL AND VEHICLE TRACKING: PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION EXIT SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE ONTO ANY PUBLIC ROADWAY. 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.

IF THE ACTION OF DRIVING OVER THE GRAVEL CONSTRUCTION EXIT PAD DOES NOT SUFFICIENTLY REMOVE MUD FROM VEHICLE TIRES, THE TIRES SHOULD BE WASHED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE AND PROVISIONS THAT INTERCEPT THE SEDIMENT-LADEN RUNOFF AND DIRECT IT INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

THE MOST EFFICIENT METHOD OF DUST CONTROL FOR THE SITE SHALL BE DETERMINED EXPERIMENTALLY AND MAY CONSIST OF TEMPORARY MEASURES SUCH AS MULCHES, VEGETATION, SPRAY-ON ADHESIVES, TILLAGE, IRRIGATION, BARRIERS OR THE APPLICATION OF CALCIUM CHLORIDE.

## GENERAL STRATEGY FOR REDUCING POLLUTANTS IN STORMWATER

THE PRIMARY STRATEGY FOR REDUCING POLLUTANTS IN STORMWATER SHALL BE SOURCE CONTROL BY PHASING WORK AREAS AND CONSTRUCTING DIVERSIONS AS NEEDED TO PREVENT RUN-ON TO ACTIVE WORK AREA, AND IMPLEMENTING TEMPORARY AND PERMANENT SURFACE STABILIZATION MEASURES TO DISTURBED AREAS AS SOON AS PRACTICAL AND AS REQUIRED BY THIS PLAN.

THE TOPOGRAPHY OF THE SITE AND LIMITED SPACE PROHIBITS THE USE OF A SEDIMENT BASIN, THEREFORE EFFECTIVE SOURCE CONTROL AND STRATEGIC USE OF SILT FENCE BECOMES VERY IMPORTANT AS THE MAIN MECHANISM FOR SEDIMENT STORAGE.

## GENERAL NOTES

- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25-FOOT OR 50-FOOT UNDISTURBED STREAM BUFFER AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25 FEET OF THE COASTAL MARSHLAND AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.**
- AMENDMENTS OR REVISIONS TO THE E&SC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPS WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.**
- WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.**
- THE ESCAPE OF SEDIMENT FROM 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.**
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**
- 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.**
- THE DESIGN PROFESSIONAL WHO PREPARED THE E&SC PLAN IS TO INPSECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPS WITHIN 7 DAYS AFTER INSTALLATION.**

## ADDITIONAL EROSION, SEDIMENTATION, & POLLUTION CONTROLS

- ADDITIONAL EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED IF DEEMED NECESSARY BY THE DESIGN PROFESSIONAL, OWNER, OR INSPECTOR OR ATLANTA DWM.
- EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES AND PRACTICES SHALL BE INSPECTED DAILY TO ENSURE THE MEASURES ARE FUNCTIONING PROPERLY.
- AFTER EACH RAIN EVENT ALL SEDIMENT AND EROSION CONTROLS MEASURES SHALL BE CHECKED. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE-HALF THE CAPACITY OF THE DEVICE. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS, AND REMAIN DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY. THE 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 INCHES 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 INSTALL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED ON THIS PLAN PRIOR TO ANY LAND CLEARING.
- ALL EROSION, SEDIMENT, AND POLLUTION CONTROLS SHALL BE INSPECTED AND MAINTAINED TO STOP OFFSITE MIGRATION OF EROSION, SEDIMENT, OR POLLUTION DURING CONSTRUCTION. ADDITIONAL CONTROLS SHALL BE INSTALLED IF THE PROPOSED CONTROLS ARE NOT ADEQUATE.
- EARTHWORK OPERATIONS IN THE VICINITY OF THE OFF-SITE STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE UNPERMITTED BUFFER AREAS.
- THE LOCATION THE EROSION CONTROL DEVICES MAY 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 ENGINEER.
- ALL GRADED AREAS SHALL BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED.
- GRADING OPERATIONS OR OTHER SOIL DISTURBING ACTIVITIES THAT ARE ABANDONED OR WITHOUT ACTIVITY FOR THIRTY (30) CALENDAR DAYS SHALL HAVE PERMANENT GRASSING, SILT FENCE, AND OTHER EROSION CONTROL MEASURES EMPLOYED TO PROTECT THE AREA.
- THE FOLLOWING ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION:
  - SURFACE ROUGHENING - USED ON CUT AND FILL SLOPES, AND CLEARED AREAS PRIOR TO WORK STOPPAGE OR EXPECTED PRECIPITATION EVENTS.
  - DUST CONTROL - USED ON ALL AREAS CLEARED FOR CONSTRUCTION.
  - TEMPORARY MULCHING - INSTALL IN ALL CLEARED AREAS AND AREAS WHICH HAVE REACHED FINAL GRADE IF PERMANENT OR TEMPORARY GRASSING WILL NOT BE INSTALLED WITHIN 14 DAYS.
  - TEMPORARY GRASSING - INSTALL IN ALL CLEARED AREAS AND AREAS WHICH HAVE REACHED FINAL GRADE IF TEMPORARY MULCHING OR PERMANENT GRASSING WILL NOT BE INSTALLED WITHIN 14 DAYS.
  - CONSTRUCTION ROAD STABILIZATION - MAINTAIN CONSTRUCTION ROADS TO PREVENT WASHOUTS AND EROSION.
- THE CONTRACTOR SHALL MAINTAIN SEDIMENT BARRIERS UNTIL PERMANENT GROUND COVER IS ESTABLISHED. UPON COMPLETION OF THE PROJECT AND ESTABLISHMENT OF THE PERMANENT VEGETATION, THE CONTRACTOR SHALL REMOVE ALL SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM.
- NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE.

GEORGIA SOIL AND WATER  
CONSERVATION COMMISSION

MICHAEL T. CHILSON

LEVEL II DESIGN PROFESSIONAL

CERTIFICATION NUMBER 0000072142

ISSUED: 04/04/2021 EXPIRES: 04/04/2024

PROFESSIONAL ENGINEER  
SEAL IS AFFIXED HEREIN FOR  
THE FOLLOWING:

- ☐ PERMITTING
- ☒ CONSTRUCTION

IFC REV0  
2023/08/28

GEORGIA SAFE DAMS PROGRAM



MICHAEL CHILSON  
GEORGIA PROFESSIONAL ENGINEER  
CERTIFICATE NUMBER 036075

CLIENT  
DALTON UTILITES

CONSULTANT



YYYY-MM-DD	2023-08-28
DESIGNED	MTC
PREPARED	MTC
REVIEWED	SJC
APPROVED	SJC

PROJECT  
IMPOUNDMENT DIKE #3 RESERVOIR  
V.D. PARROT WATER FILTRATION PLANT  
WHITFIELD COUNTY, GEORGIA

TITLE  
EROSION & SEDIMENTATION CONTROL PLAN  
NOTES 1

PROJECT NO.  
18111496

REV.

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SHEET

06

1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM A5 AND D

<b>Project Name:</b>	IMPOUNDMENT DIKE #3 RESERVOIR MODIFICATION	<b>Address:</b>	1200 VD PARROTT PARKWAY, DALTON, GA 30720
<b>City/County:</b>	WHITFIELD COUNTY	<b>Date on Plans:</b>	08/28/2023
<b>Name &amp; email of person filling out checklist:</b>	MICHAEL CHILSON (MICHAEL.CHILSON@WSP.COM)		

N/A	N/A	24 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout
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5	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.
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IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSID

# SECTION

**G** ADDITIONAL  
DOCUMENTS  
FOR  
REFERENCE  
ONLY

SECTION G-1

QUANTITY  
ESTIMATES



## TECHNICAL MEMORANDUM

**DATE** September 29, 2023

GL18111496

**TO** Keith Coffey  
Dalton Utilities

**CC**

**FROM** Michael Chilson, PE

**EMAIL** michael.chilson@wsp.com

### ENGINEER'S ESTIMATE FOR CONSTRUCTION

The following is our estimate for construction reflective of the plan set dated August 28, 2023.

Cost Item	Quantity	Unit	Unit Cost	Item Cost
Excavation with On-Site Waste	7,400	CY	\$	\$
Silt Fence (SD1-S)	3,940	LF	\$	\$
Top Soil Stripping and Spreading (Tp)	13,070	SY	\$	\$
Riprap Removal and Replacement	650	CY	\$	\$
Grass Seeding (Ds2, Ds3)	2.0	AC	\$	\$
Road Stabilization (Cr)	1,940	SY	\$	\$
Pavement Replacement	14,780	SF	\$	\$
Piezometer Abandonment	40	LF	\$	\$
Mobilization & Other Ancillary Activities	1	LS		\$
<b>TOTAL</b>				<b>\$</b>

**WSP USA, Inc.**

Michael Chilson, PE  
*Assistant Vice President & Technical Principal*

# SECTION G-2

## REPORT ON:

Geotechnical Evaluation of Impoundment No. 3,  
Golder Associates Inc., August 17, 2001

Available Electronically Upon Request:  
[Michael.Chilson@wsp.com](mailto:Michael.Chilson@wsp.com)

# SECTION G-3

## REPORT ON:

Draft Geotechnical Investigation Report,  
Dalton Utilities' Impoundment Dike #3,  
Golder Associates Inc., July 31, 2020

Available Electronically Upon Request:  
[Michael.Chilson@wsp.com](mailto:Michael.Chilson@wsp.com)