Tuesday, April 21, 2015
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

4:00 P.M. Special Called Meeting (Large Conference Room)
5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
700 Poplar Street
Macon, GA
Tuesday, April 21, 2015
Special Commission Meeting
Tuesday, April 21, 2015
MACON-BIBB COUNTY COMMISSION SPECIAL CALLED MEETING

4:00 p.m.
Government Center
Large Conference Room
700 Poplar Street
Macon, GA

1. MACON - BIBB COUNTY PENSION BOARD

Subject: A. Report From IPC On First Quarter of 2015
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY COMMISSION SPECIAL CALLED MEETING
Category: 1. MACON - BIBB COUNTY PENSION BOARD
Access: Public
Type: Information

APPOINTMENTS TO THE PENSION TRUSTEE BOARD OF BIBB COUNTY

Subject: A. A Resolution Confirming The Mayor's Appointments Of Bernard Fletcher, Scotty Shepherd, Al Tillman, Patricia Raines, Dennis Hagerman, Rufus Holmes, and Elmo Richardson to The Pension Trustee Board of Bibb County Pension Plan of 1968
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY COMMISSION SPECIAL CALLED MEETING
Category: 2. APPOINTMENTS TO THE PENSION TRUSTEE BOARD OF BIBB COUNTY
Access: Public
Type: Action
SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
4-21-2015 - Res Appointments to Bibb County Pension Plan 1968.pdf (136 KB)

3. RESCINDING FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN

Subject: A. A Resolution Rescinding The Resolution Which Adopted the Fourth Amendment To the Bibb County Pension Plan of 1968 So As To Provide The Macon-Bibb County Commission With The Opportunity to Review the Performance Of The Plan’s Newly Selected Investment Consultant
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY COMMISSION SPECIAL CALLED MEETING
Category: 3. RESCINDING FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN
Access: Public
4. REQUEST FOR PROPOSALS FOR INVESTMENT CONSULTANT

Subject: A. A Resolution Requesting Procurement Officials To Issue A Request For Proposals For An Investment Consultant For the Bibb County Pension Plan of 1968

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY COMMISSION SPECIAL CALLED MEETING

Category: 4. REQUEST FOR PROPOSALS FOR INVESTMENT CONSULTANT

Access: Public

Type: Action

SPONSORED BY COMMISSIONER LARRY SCHLESINGER
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION CONFIRMING THE MAYOR'S APPOINTMENTS OF BERNARD FLETCHER, SCOTTY SHEPHERD, AL TILLMAN, PATRICIA RAINES, DENNIS HAGERMAN, RUFUS HOLMES, AND ELMO RICHARDSON TO THE PENSION TRUSTEE BOARD OF THE BIBB COUNTY PENSION PLAN OF 1968; AND FOR OTHER PURPOSES.

WHEREAS, Section 13.03 of the Bibb County Pension Plan of 1968 states that all members of the Pension Trustee Board shall be appointed by the Mayor subject to approval of the majority of the Macon-Bibb County Commission; and

WHEREAS, Section 13.03 dictates that the Board will consist of seven (7) members comprised as follows: two active vested employees, two vested retirees, on Macon-Bibb County resident at large, and two Macon-Bibb County Commissioners; and

WHEREAS, Section 13.03 states that each Board member shall serve a two-year term beginning December 9, 2014, and ending December 31, 2016; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Scotty Shepherd and Al Tillman to fill the two Macon-Bibb County Commissioner positions; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Bernard “Bud” Fletcher and Rufus Holmes to fill the two vested retiree positions; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Dennis Hagerman and Patricia Raines to fill the two active vested employee positions; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Elmo Richardson to fill the resident at large position; and

WHEREAS, all appointees meet the requirements for their respective positions; and

WHEREAS, the term for all appointees will begin immediately upon their confirmation by the Macon-Bibb County Commission and end on December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that, pursuant to the requirements of Section 13.03 of the Bibb County Pension Plan of 1968, the Mayor's appointments are hereby confirmed for Bernard Fletcher, Scotty Shepherd, Al Tillman, Patricia Raines, Dennis Hagerman, Rufus Holmes, and Elmo Richardson to serve on the Pension Trustee Board for a two-year term to begin immediately upon confirmation of the Macon-Bibb County Board of Commissioners and end on December 31, 2016.

SO RESOLVED this ______ day of __________________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION

S:\Law\ES MACON-BBB\2015 Reichert Appointing Fletcher, Shepherd, Tillman, Raines, Hagerman, Holmes, & Richardson to Bibb Pension Plan Board1.doc
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION RESCINDING 
THE RESOLUTION WHICH ADOPTED THE FOURTH AMENDMENT TO THE BIBB 
COUNTY PENSION PLAN OF 1968 SO AS TO PROVIDE THE MACON-BIBB 
COUNTY COMMISSION WITH THE OPPORTUNITY TO REVIEW THE 
PERFORMANCE OF THE PLAN'S NEWLY SELECTED INVESTMENT 
CONSULTANT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Bibb County, Georgia (the "County") established the Bibb County Pension 
Plan of 1968, first effective December 17, 1968, which was amended and restated effective 
January 1, 2011 (the "Plan"); and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, 
Georgia governments were restructured into a new political body corporate known as Macon-
Bibb County, Georgia; and

WHEREAS, the Plan was amended by the Board of Commissioners of Bibb County 
effective January 1, 2014, (the "First Amendment to the Bibb County Pension Plan of 1968"), to 
reflect the restructuring of governments by transferring sponsorship of the Plan to Macon-Bibb 
County (the "Employer") (and to exclude new employees of the restructured government who 
are hired on and after January 1, 2014, from participating in the Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission 
effective February 18, 2014, (the "Second Amendment to the Bibb County Pension Plan of 
1968"), by amending various definitions under Article I of the Plan regarding "Eligible 
Employee" and Section 2.01 of the Plan regarding "Eligibility", and Section 2.07 regarding 
"Restructured Government" with the addition of subsection (d); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission 
effective October 7, 2014, (the "Third Amendment to the Bibb County Pension Plan of 1968"), to 
comply with IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor case 
overturning the Defense of Marriage Act ("DOMA"); and

WHEREAS, on September 16, 2014, the Macon-Bibb County Commission approved the 
selection of Independent Portfolio Consultants as the investment consultant for the Plan’s assets; 
and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission 
effective December 9, 2014, (the "Fourth Amendment to the Bibb County Pension Plan of 
1968"), to establish the Pension Trustee Board as Plan Administrator in place of the Macon-Bibb
County Commission, to designate the composition of the new Board, to grant the new Board those powers formerly granted the Macon-Bibb County Commission, and to eliminate the Pension Advisory Committee; and

WHEREAS, the Macon-Bibb County Commission has not had the opportunity to review the performance of the Plan’s newly selected investment consultant; and

WHEREAS, the Macon-Bibb County Commission deems it in the best interest of the Plan’s members and the citizens of Macon-Bibb County that the Resolution which adopted the Fourth Amendment to the Bibb County Pension Plan of 1968 be rescinded so as to provide the Macon-Bibb County Commission with the opportunity to review the performance of the Plan’s newly selected investment consultant; and

WHEREAS, Section 17.01 provides that the Plan may be amended at any time by a written instrument authorized by the Macon-Bibb County Commission.

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

1. The Resolution of December 9, 2014, which authorized and approved the adoption of the Fourth Amendment to the Bibb County Pension Plan of 1968, is hereby rescinded so as to provide the Macon-Bibb County Commission with the opportunity to review the performance of the Plan’s newly selected investment consultant, effective retroactively to December 9, 2014.

2. All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed.

3. This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

SO RESOLVED this ____ day of ______________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:  
JEAN S. HOWARD, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING PROCUREMENT OFFICIALS TO ISSUE A REQUEST FOR PROPOSALS FOR AN INVESTMENT CONSULTANT FOR THE BIBB COUNTY PENSION PLAN OF 1968; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Bibb County, Georgia (the “County”) established the Bibb County Pension Plan of 1968, first effective December 17, 1968, which was recently amended and restated effective January 1, 2011, and subsequently amended (the “Plan”); and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Commission desires to issue a Request for Proposals for an investment consultant for the Plan.

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission requests that Macon-Bibb County procurement officials issue a Request for Proposals for an investment consultant for the Bibb County Pension Plan of 1968. This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _______________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:                

Jean S. Howard, Clerk of Commission
Tuesday, April 21, 2015
Pre-Commission Meeting
Tuesday, April 21, 2015
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Large Conference Room
700 Poplar Street
Macon, GA

1. CALL TO ORDER

Subject     A. Mayor Robert A. B. Reichert
Meeting     Apr 21, 2015 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category    1. CALL TO ORDER
Access      Public
Type        Procedural

2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

CONSENT AGENDA

Subject     A. A new Alcoholic Beverage License for Kudzu Catering d/b/a Kudzu Seafood Company located at 470 Third Street, Macon, GA 31201
Meeting     Apr 21, 2015 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category    3. CONSENT AGENDA
Access      Public
Type        Action (Consent)
Recommended Pending approval for action by the Commission
Action

File Attachments
Kudzu Seafood Company.pdf (330 KB)

4. NEW BUSINESS - PRE-COMMISSION

Subject     A. A Resolution authorizing the Mayor to execute an agreement with Glasson Enterprises LLC in the amount of $368,737 to perform brick repair work on various streets and roads in Macon-Bibb County
Meeting     Apr 21, 2015 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category    4. NEW BUSINESS - PRE-COMMISSION
Access      Public
Type        Action
Recommended Pending Approval for action by the Commission

Attachment

- Res Agrmt with Glasson for Brick Repair on streets $368737.00 (part 1).pdf (4.644 KB)
- Res Agrmt with Glasson for Brick Repair to streets $368737.00 (part 2).pdf (4.186 KB)

5. ADJOURNMENT
CONSENT AGENDA

PRE-COMMISSION MEETING
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201
(478) 803-0470

Alcoholic Beverage Application

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

KUDZU CATERING d.b.a. KUDZU SEAFOOD COMPANY
470 THIRD STREET
MACON, GA 31201

The following required documents are included in the application:

☒ Current photograph of applicant or agent
☒ Completed Surety License Bond
☒ Proof of Planning and Zoning compliance
☒ Affidavit from the Macon-Bibb County Engineer's Department
☒ Legal description of the property upon which premises are located
☒ Affidavit from the Macon Telegraph Newspaper

Comments:


Submitted by: 

Date: 04/10/15
OFFICE USE ONLY

Applicant Name: KELLY M. WRIGLEY
Business Name: KUDZU CATERING LLC dba KUDZU SEAFOOD COMPANY
Business Address: 470 THIRD ST
MACON, GA 31201

After investigation, I recommend that the license requested herein be [ ] Granted  [ ] Denied

Date 3/12/15

[Signature]
Sheriff, Bibb County, Georgia

Petition is hereby [ ] Granted  [ ] Denied by the Macon-Bibb County Board of Commissioners
on this _______ day of __________, 20____.

[Signature]
Clerk, Macon-Bibb County Commission

I recommend that the application be [ ] Granted  [ ] Denied
on this _______ day of __________, 20____.

[Signature]
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201  
Alcoholic Beverage Application Procedures and Instructions

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KUDZA CATERING LLC  
DEA KUDZA SEAFOOD COMPANY  470 THIRT ST  
Corporation and Trade Name  
Business Address  
Business Telephone  
478-292-2085

KELLEY M WRIGHT  366 MINSTER MACON, GA 31204  478-731-9675  
Name of Applicant and/or Agent  
Home Address  
Home Telephone

Social Security Number  Date of Birth  Age?  County of Residence?

$150.00 Application Fee

Applicant and/or Agent Information

1. Provide Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint[s] of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant's State of Georgia driver's license.

Location Information

1. Proof of Planning and Zoning compliance.
2. Affidavit from the Macon-Bibb County Engineer's Department.
3. Legal description of the property upon which premises are located.
4. Affidavit from the Macon Telegraph Newspaper.

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

Signature of Applicant and/or Agent  Date

ISSUED TO NAME: Lee Clack / Kudzu Seafood Company

OWNER’S NAME: 476 THIRD STREET LLC

PROPOSED USE: Kudzu Seafood Company (Restaurant w / Alcohol)

ADDRESS OF PROPOSED USE: 476 THIRD ST (AKA: 470 Third St.)

STRUCTURE: EXISTING

MAP/PARCEL: R0730336               ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

All exterior modifications, including, but not limited to, awnings and signage, are subject to approval by the Design Review Board.

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations. Also known as: 470 Third Street.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/7/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

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<th>Permit Description</th>
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<td>Commer/Industr/Institute</td>
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TOTALS: $200.00 $200.00
MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: LEE CLACK

PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES

BUSINESS LOCATION: 470 THIRD STREET

BUSINESS NAME: KUDZU CATERING
D/B/A KUDZU SEAFOOD COMPANY

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing school building, an alcoholic treatment center measured and found to be more than 300 ft.

2. Nearest corner of the building housing the place of business to the nearest corner of the building housing such church, library or branch, or to the nearest corner of the school ground or college campus measured and found to be more than 300 ft.

3. Nearest property line at the place of business to nearest property line within 300 ft. of any housing authority (containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the “Housing Authorities Law”). Restriction does not apply to licenses issued prior to July 1, 2000, nor the renewal of such license, nor the renewal of any license at such location which was lawful during the previous twelve months. (O.C.G.A – Section 3-3-21)

   Yes     X  No     ___Unknown License History

By: David P. Fortson, Macon-Bibb County Engineer

Date: 11/3/14

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner’s Office.
KUDUZ SEAFOOD
DO NOT MAIL****************
MACON , GA 31212

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

03/14/2015
03/21/2015

2962296 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE, LICENSE ON PREMISES -Pursuant to the
ordinance adopted by Mayor and Council on the 15th day of August,
1979, notice is hereby given that on or after the 12th day of
April, 2014, the undersigned will apply to the City of Macon for
the issuance of a license at an establishment known as Kudzu
Seafood Company, and located at 470 3rd Street, Macon, GA 31201,
this 5th day of March, 2015. s/Kelley M. Wrigley, Applicant 366
Hines Terrace Macon, GA 31204 #2962296: 3/14, 21

SIGNED

Sworn to and subscribed before me this 21 day of MARCH 2015

Notary Public

Kelley Harris

487 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
PRE-COMMISSION
NEW BUSINESS
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GLASSON ENTERPRISES LLC IN THE AMOUNT OF $368,737.00 TO PERFORM BRICK REPAIR WORK OF VARIOUS STREETS AND ROADS IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has been awarded funds under the Local Maintenance Improvement Grant (hereinafter “LMIG”) Program, which is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, LMIG funds are awarded on an annually basis and requires the local government receiving funds to contribute a certain percentage of local funds in order to receive the grant, with all said funds to be used to provide financing for improving/maintaining local roads; and

WHEREAS, a Request For Bid was issued by the Macon-Bibb County Procurement Department soliciting bids for brick repair on Bibb County roadways, which qualifies as an appropriate use for LMIG funds; and

WHEREAS, the lowest qualified bid received by the Macon-Bibb County Procurement Department was from Glasson Enterprises LLC located in Acworth, Georgia; and

WHEREAS, the bid received was for the amount of three hundred sixty-eight thousand seven hundred thirty-seven dollars ($368,737.00); and

WHEREAS, a copy of the proposed agreement, including all specifications and the list of repairs that will be completed, have been attached hereto as Exhibit A; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that that Mayor is authorized to execute an agreement with Glasson Enterprises LLC to provide brick repair work for roads/streets located in Macon-Bibb County in substantially the same form as attached hereto as Exhibit A.

SO RESOLVED this ___ day of _________________, 2015.

By: __________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Bid Number 15-047-CW

LMIG for Brick Streets Repair
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

Bid Number: 15-047-CW

"LMIG for Brick Street Repair"

This Independent Contractor Agreement (hereinafter “Agreement”) is entered into this ______ day of ______________________, 2015, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and Glosson Enterprises LLC, a limited liability company organized under the laws of the State of Georgia and doing business in Acworth, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and individually may be referred to as “Party”. In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services

During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A”, (hereinafter “Services”) which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor’s proposal or bid dated March 19, 2015, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (hereinafter “RFP”) issued by the County on February 11, 2015 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all information that was divulged to Independent Contractor during the mandatory pre-bid conference, which took place on February 25, 2015 at 780 Third Street, Macon, Georgia 31201 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all addendums to the RFP that were issued to Independent Contractor are hereby made a part of this Agreement and Independent Contractor agrees to all addendum terms except to the extent that the addendum information is inconsistent with the express provisions of this Agreement. Furthermore, the RFP and bidding information submitted by Independent Contractor are hereby included in Exhibit “A-1” and are expressly made part of this Agreement and incorporated as such.
1.2 Method of Performing Services

Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit "A", provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff

Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of County Employees

Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation

During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement.
2. **Non-Employment Relationship between County and Independent Contractor**

2.1 **Independent Contractor Relationship**

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

2.2 **Withholding Taxes and Benefits**

Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.

3. **Warranties**

3.1 **Independent Contractor Warranties**

Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 **Competent Work**

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 **Representations and Warranties**

Independent Contractor will make no representations, warranties, or commitments binding the County without the County’s prior written consent.
4. **Company Prohibitions to Create a Safe Work Environment**

4.1 **Drug Free Workplace**

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

4.2 **Prohibition on Unlawful Discrimination and Harassment**

The County does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

5. **Termination**

5.1 **Termination for default**

(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document; provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public
enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term “subcontractor” shall mean a subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the “Termination for Convenience” paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience

The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County’s convenience. If this Agreement is terminated, in whole or in part, for the County’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

6. Notices

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

For County:  For Independent Contractor:

Macon-Bibb County  Glosson Enterprises LLC
ATTN: County Manager  ATTN: President
P.O. Box 247  P.O. Box 787
Macon, GA 31201  Acworth, Georgia 30101

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless

Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements

In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter the County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Independent Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County's request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor's insurers showing
such coverage in effect and agreeing to give the County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance

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

7.4 Risk Management Requirement

When operating on the property of the County, the Independent Contractor shall abide by the County's applicable Risk Management requirements, as may be provided from time to time by the County.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

9. Waiver

County's waiver of Independent Contractor's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. Force Majeure

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

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

13. **Publicity**

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

14. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.

16. **Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. **Titles, Captions and Headings**

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

18. **Counterparts**

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.
19. **Amendment**

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. **Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. **Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. **Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. **Disputes**

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with the County’s direction.

24. **Equal Employment Opportunity**

During the performance of this agreement, the Independent Contractor agrees as follows:

(a) The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of: race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words “shall not discriminate” shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.
(b) The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO Clause.

(c) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(d) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the city's equal employment opportunity ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(e) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(f) The Independent Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(g) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors.

(h) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(g) A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

(1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in
compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with Macon-Bibb County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups, who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. **Affirmative Action**

Independent Contractor shall provide the Buyer with a copy of its Affirmative Action Program. For the purposes of this Section, Affirmative Action Program means a written, results-oriented program meeting the requirements of Macon-Bibb County ordinances, city or county rules adopted pursuant to this ordinance, and other applicable regulations, designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor’s or subcontractor’s business, and to treat employees equally without regard to their status as a woman or as a minority. An affirmative action program will include, but not be limited to, the following aspects of employment pertaining to women and minorities:

(a) Hiring  (g) Rates of Pay and other forms of compensation
(b) Upgrading  (h) Training programs and selection for apprenticeship
(c) Promotion  (i) Recruitment advertising and recruitment efforts
(d) Transfer  (j) Employment goals
(e) Layoff  (k) Written plan to achieve those goals with timetables
(f) Termination

26. **Insurance Requirements**

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

$1,000,000.00 per occurrence; and $2,000,000.00 general aggregate.

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

(c) Workers’ Compensation Insurance. Independent Contractor agrees to procure workers’ compensation coverage in accordance with the statutory limits as established by Georgia law.

(d) Professional Liability. Independent Contractor agrees to procure and maintain a Professional Liability or Engineering Errors and Omissions policy with liability limits of not less than $1,000,000.00.

(e) Evidence of Insurance and General Terms. Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of “A” or better and with a financial size rating of Class V or larger.

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

27. Verifications and Compliance

(a) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavit
attached hereto as Exhibit "B-1" shall be executed and adhered to by Independent Contractor.

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavits attached hereto as Exhibit "B-2" shall be executed and adhered to by Independent Contractor and its subcontractors and sub-subcontractors, if any.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

By: ___________________________ Date

______________________________
Robert A.B. Reichert, Mayor

Attest: ___________________________ Date

______________________________
Sheila Thurmond, Clerk of Commission

On Behalf of Glosson Enterprises LLC:

By: ___________________________ Date

______________________________
Signature of Independent Contractor

______________________________
Printed Name of Independent Contractor

Job Title of Signor

Attest: On this, the ___________ day of ______________, 20___, before me personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

______________________________
Signature of Notary Public

(Notary Seal/Stamp)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1 regarding brick streets repair on roadways located in Bibb County, Georgia. Such services and work shall include all the required information included in Exhibit A of this document, which is attached hereto and specifically incorporated into this Agreement.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until satisfactorily completion of said project. Notice to proceed with said project will be issued within fourteen (14) calendar days of contract award and Independent Contractor shall commence work within ten (10) calendar days of said Notice to Proceed being issued. The performance period is one hundred twenty (120) calendar days. This time period of one hundred and twenty (120) days includes three (3) days of weather delays. Furthermore, the performance period of one hundred and twenty (120) days shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall be in the amount of three hundred sixty-eight thousand seven hundred thirty-seven dollars ($368,737.00) for the services and works provided to the County. Project must be completed within ninety (120) days of the Start Date, or as otherwise specified above. Once the Project has been completed to the standards contained in this agreement, Independent Contractor will submit an invoice to County, and payment will be rendered by County to Independent Contractor within thirty (30) days of said invoice being received by County.

For each day that Project is not completed after the one hundred twenty (120) day period has run, Independent Contractor will be subject to liquidated damages in the amount of one hundred dollars ($100.00) per additional day required.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.
WARRANTIES: Independent Contractor agrees to warranty and guarantee all labor and workmanship for a minimum of one (1) year from the date of completion. The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new and OIM certified unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition, Independent Contractor warrants that the Work will be performed in a timely manner and that law enforcement vehicles will be given top priority so that the downtime incurred for the vehicle is minimal.

On Behalf of Macon-Bibb County:

By: ________________________________  ________________________________
    Robert A.B. Reichert, Mayor  Date

Attest: ________________________________  ________________________________
        Jean S. Howard, Clerk of Commission  Date

On Behalf of Glosson Enterprises LLC:

By: ________________________________  ________________________________
    Signature of Independent Contractor  Date

Printed Name of Independent Contractor  Job Title of Signor

Attest: On this, the ______ day of ______________________, 20____, before me personally appeared ________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

______________________________  (Notary Seal/Stamp)
Signature of Notary Public
EXHIBIT A-1

Bid Number 15-047-CW
LMIG for Brick Streets Repair
Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

LMIG for Brick Streets Repair
910-51
913-50
913-84
913-95
913-96

BID NUMBER: 15-047-CW

ISSUED: February 11, 2015

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, March 19, 2015

Macon-Bibb County Procurement Department
682 Cherry Street
Suite 800
Government Center Annex
Macon, Georgia 31201
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- Bidder Information Form
- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

Attachments:
- A—Required Submittal Documents
- B—Specifications & Details

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LMIG for Brick Streets Repair

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 800, Macon-Bibb Government Center Annex, 682 Cherry Street, Macon, Georgia 31201, until 12:00 o’clock NOON at the time legally prevailing in Macon, Georgia on Thursday, March 19, 2015 for LMIG for Brick Streets Repair for the Macon-Bibb County Engineering Department, Macon, Bibb County, Georgia.

2. NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.

3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on March 19, 2015 at 2:00 pm.

4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBB subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumpus@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 800, Government Center Annex, 682 Cherry Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:

   Georgia Procurement Registry website
   http://sli.doe.state.ga.us/PR5app/PR_custom_index.jsp?agency=61100

   Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

1. A pre-bid conference is scheduled for 10:00 o’clock a.m., February 25, 2015 in the Engineering Office at 780 Third Street, Macon Ga 31211; Followed by a site visit at Orange Terrace. This pre-bid is mandatory; contractor must be present in order to submit a response.

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.

   a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as

   “Bid 15-047-CW – LMIG Brick Streets Repair”

   and delivered by hand or mailed to:

   Macon-Bibb County Procurement Department
   Suite 800, 682 Cherry Street
   Macon, Georgia 31201
F. Validity

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

G. Contract Award

1. The contract, if awarded, will be based on Total Base Bid Price, alternates considered if funding is available.

2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.

3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Surety

1. Whereas the anticipated contracted price exceeds $5,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one-hundred-percent (100%) of the contract price.

   a) Bonding company/Surety shall be:

      (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.

      (2) Licensed to do business in the State of Georgia.

I. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.

2. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.

3. Change orders are issued for any variance from contract or plans sheets.

4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

J. Excise Taxes

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

3. Each bidder shall take this exemption into account in calculating his bid.

K. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.

2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.

3. Macon-Bibb County shall be named as additional insured on the policy.

4. Coverage shall include water damage.

5. Contractor is responsible for any and all deductibles.

6. Required coverage:

   a) Worker's Compensation: Statutory

   b) General Liability:

      (1) $1,000,000.00 combined single limit for B.I. P.D.

      (2) Maximum deductible: $5,000.00

      (3) To include:

          (a) Premises -- Operations

          (b) Products & Completed Operations

          (c) Broad form Contractual

          (d) Independent Contractor and Subcontractor

          (e) Underground explosion and collapse

   c) Automobile Liability:

      (1) $1,000,000.00 combined single limit for B.I. and P.D.

      (2) Maximum deductible: $5,000.00

      (3) To include:
(a) Owned Automobiles
(b) Hired Automobiles
(c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions
1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

2. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.

3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

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

C. Bidder’s Representation
1. Each bidder, by making his bid, represents that he has:
   a) Read and understands the bidding documents; and,
   b) Visited the site and become familiar with the local conditions under which the work is to be performed.

   (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.

   (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.

2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred, to cwilmore@maconbibb.us.

3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.

4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
   a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
   b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents, incorporated as Attachment "A" Required Submission Documents.
   a) Bid Form (included in Bid Document)
   b) Bidder Information Form
   c) Bidder's Qualification Form
   d) List of Sub-Contractors
   e) Bidder Minority Participation Goal
   f) Financial & Legal Stability Statement
   g) Insurability Statement
   h) E-Verify Affidavit
   i) Bid Bond in amount of 5% of the total base bid (acquired separately)
F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unceded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

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

III. SPECIAL CONDITIONS

A. General

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

B. Permits and Licenses

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

C. Layout of Work

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

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.

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

E. Underground Utilities

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

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.

2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.

3. All costs associated with traffic control shall be the responsibility of the Contractor.

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

G. Erosion Control

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

H. Vandalism

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

I. Material Disposal

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

d) Place and method of disposal shall be the responsibility of the Contractor.

I. Extension of Time

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

K. Liquidated Damages

1. Liquidated damages in the amount of $100 shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection

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

2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.

3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the LMIG for Brick Streets Repair, for the Macon-Bibb County Engineering Department, Macon, Georgia.
B. Specifications

1. The Contractor shall provide all services as outlined in Attachment "B"- Specifications, attached hereto and incorporated herein.

C. Schedule

1. The contractor shall commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 120 calendar days following the Notice to Proceed. This time includes weather delays of 3 work days. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

V. WARRANTY

A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.
To: ALL PROSPECTIVE FIRMS
Re: INVITATION FOR BIDS: 15-047-CW LMIG Brick Street Repair

The Invitation for Bids, referenced above, is modified as follows:

Questions & Answers (from Pre-Bid meeting)

1. What color should be the 8" wide bands to imitate former rails? The color shall be the same as the rest of the stamped concrete.

2. What shall be done with the bricks that are removed? Bricks in good condition can be reused as needed for the project. All surplus bricks shall be turned into the Macon-Bibb Public Works Department.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Chauncey K. Wilmore
Senior Procurement Officer
BID FORM

Macon-Bibb County Board of Commissioners
Ms. Nyesha Daley, MBA, CPPB.
Macon-Bibb County, Procurement Dept.
682 Cherry Street, Suite 800
Macon, Georgia 31201

DATE: March 19, 2015

Re: LMIG for Bricks Streets Repair
Macon-Bibb County Engineering Department
Bibb County, Georgia

Dear Ms. Daley:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. ADDENDUM RECEIPT:
   a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
   b. Bidder acknowledges receipt of the following addenda:
      Addendum No. 1 Dated 3/2/2015
      Addendum No. Dated
      Addendum No. Dated

3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable
thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

**BID FOR**
**LMIG FOR BRICK STREETS REPAIR**

**BID SCHEDULE**

<table>
<thead>
<tr>
<th>S.Y</th>
<th>Remove &amp; Replace bricks per Detail</th>
<th>$225.00</th>
<th>$27,225.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.Y</td>
<td>Remove bricks &amp; Replace with stamped conc., including 6&quot; concrete band per detail</td>
<td>1,677.0</td>
<td>$156.00</td>
</tr>
<tr>
<td>Ton</td>
<td>Graded Aggregate Base Course</td>
<td>3,400</td>
<td>$23.50</td>
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<tr>
<td></td>
<td><strong>Total Bid Price</strong></td>
<td></td>
<td>$368,737.00</td>
</tr>
</tbody>
</table>

**Total Bid Price (in words): Three Hundred Sixty-Eight Thousand, Seven hundred thirty seven dollars and no cents**

A price must be provided for each line item in order for a bid to be considered.
All work performed under this bid and the resulting contract shall be in strict compliance with the project specifications.

Respectfully Submitted,

[Signature]

Authorized Signature: [Signature]  Date: 3/19/15

Typed Name: Danny Glosson  Title: President

I, [Procurement Representative], Procurement Representative of Macon-Bibb County Government, do certify this solicitation was publicly opened and read at the time and place stated in the notice.
**Attachment “A”**

**Required Submission Documents**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td><strong>CONTACT INFORMATION</strong></td>
<td></td>
</tr>
<tr>
<td>Company Name:</td>
<td>Glosson Enterprises</td>
</tr>
<tr>
<td>Company Address:</td>
<td>P.O. Box 787, Acworth, GA 30101</td>
</tr>
<tr>
<td>Authorized By:</td>
<td>(typed or printed name): Danny Glosson</td>
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<tr>
<td>Title:</td>
<td>President</td>
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<td>Authorized Signature:</td>
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<td>Date:</td>
<td>3/19/15</td>
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<tr>
<td>Telephone Number:</td>
<td>770-975-8000</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>770-975-0020</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:glosson@glossonenterprises.com">glosson@glossonenterprises.com</a></td>
</tr>
<tr>
<td>Company’s Web Page:</td>
<td></td>
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</tbody>
</table>

| **REMITTEE INFORMATION**       |                                                                         |
| Remit to Name:                 | Glosson Enterprises                                                     |
| Remit to Address:              | P.O. Box 787                                                            |
| City:                         | Acworth                                                                 |
| State:                        | GA                                                                      |
| Zip:                          | 30101                                                                   |
| County:                       | Cobb                                                                    |
| Phone:                        | 770-975-8000                                                            |
| Fax:                          | 770-975-0020                                                            |
| Contact:                      | Betty Richard                                                           |
| Email:                        | betty@glossonenterprises.com                                            |
| Tax ID:                       | □ SSN                                                                   |
| Business Type:                | □ Individual, □ Business, □ Misc.                                      |
| Federal Tax ID:               | 58-2269860                                                              |

| **PURCHASE ORDER INFORMATION** |                                                                         |
| Purchase Order Name:           |                                                                         |
| Purchase Order Address:        |                                                                         |
| City:                         |                                                                         |
| State:                        |                                                                         |
| Zip:                          |                                                                         |
| County:                       |                                                                         |
| Phone:                        |                                                                         |
| Fax:                          |                                                                         |
| Email:                        |                                                                         |
| Payment Terms:                | Discount % No. Days Net Due                                             |
| Freight Terms:                | Ship Via: FOB                                                           |

| **METHODOLOGY INFORMATION**    |                                                                         |
| African American:              | □                                                                 |
| Hispanic:                      | □                                                                 |
| Native American:               | □                                                                 |
| Asian American:                | □                                                                 |
| Disabled:                      | □                                                                 |
| Veteran:                       | □                                                                 |
| Woman-Owned:                   | □                                                                 |
| Not-Applicable:                | □                                                                 |
Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Glosson Enterprises
Address: P.O. Box 787, Acworth, GA 30101

When Organized: Nov, 1996  Where Incorporated: Georgia

How many years have you engaged in business under the present firm name? 19 years

Credit available for this contract? $50,000 - $100,000

Contracts now in hand? Alvin Road Sidewalks - City of Johns Creek; Hicks Road Sidewalk - Cobb DOT

Has bidder ever refused to execute a contract at the original bid amount? No

Has bidder ever been declared in default on a contract? No

Comments:

Company Name: Glosson Enterprises

Authorized By (typed name): Danny Glosson

Authorized Signature: [Signature]

Title: President  Date: 3/19/15

References

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

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
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<tbody>
<tr>
<td>See attached list</td>
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SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17 DAY OF March 2015

My Commission Expires: 11.30.17

[NOTARY SEAL]
GLOSSON ENTERPRISES, LLC
Job References

Glosson Enterprises has satisfactorily completed the following projects as a General Contractor for the following governmental agencies:

Cobb County DOT (1890 County Services Parkway, Marietta, GA 30008):
Eddie Waters - Phone (404) 822-1796

Factory Shoals Road Sidewalks
Project D7130

Hickory Grove Road/New McEver
Road Intersection Improvements,
Project D3210

Old McEver Roadway Improvements
Project D6180

East Cobb Sidewalks
Project D1160

South Gordon Road Sidewalk
Project E7450

Pine Mountain Middle School Improvements
Project D8160

Austell Road Sidewalk Improvements
Project D7150

Spring Road Multi-Use Trail
Project D11FO

Al Bishop Drive Trail
Project D11K0

Pete Shaw Road Sidewalk
Project E7390 (At Substantial Completion)

City of Alpharetta (1790 Hembree Road, Alpharetta, GA 30009):
Scott Campbell – Phone (678) 297-6227

Marietta Street Sidewalk Improvements

Haynes Bridge Road and Windward Parkway
Sidewalk Improvements

City of Kennesaw (3980 Moon Station Road, Kennesaw, GA 30144):
Yared Altaye – Phone (404) 423-3813

CDBG Sidewalk Construction Project
for Kennesaw Drive
Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do __, do not X, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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Contractor Name: [Signature]

Date: [Date]
Attachment “A”
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

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

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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Contractor Name: [Signature]

[Note: The original document contains a signature, but the signature is not readable in the image provided.]
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

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

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

Company Name: Glosson Enterprises
Authorized By (typed name): Danny Glosson
Authorized Signature: [Signature]
Title: President
Date: 3/19/15

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 17th DAY OF March, 2015 My Commission Expires: 11.30.17

[Notary Public]

[NOTARY SEAL]
Attachment “A”
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

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

Company Name: Glosson Enterprises

Authorized By (typed name): Danny Glosson

Authorized Signature: [Signature]

Title: President Date: 3/19/15

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 17th DAY OF March, 2015 My Commission Expires: 11-30-17

[Notary Public]

[Notary Seal]
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: Bid #15-047-CW - LMIG For Brick Street Repair

Name of Contracting Entity: Macon-Bibb County

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as R-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

232845
EEVE Verify™ User Identification Number

By: Authorized Officer or Agent
(Name of Person or Entity)

President
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS TH

7/24/2009
Date of Authorization

7/24/2009
Date

Danny Glosson
Printed Name of Authorized Officer or Agent

☐ Check if exempt

EXP: 11-30-17

T. D. GRIFFIN
November 30, 2017
Notary Public

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

[Name, legal status and address]

Gaston Enterprises, LLC

4671 South Main Street

Aisworth, GA 30101

SURETY:

[Name, legal status and principal place of business]

PCIT Insurance Company

2580 University Parkway

Sacramento, CA 95826

OWNER:

[Name, legal status and address]

Macon - Bibb County

622 Cherry Street, Suite 300

Macon, GA 31201

BOND AMOUNT:

The Horse of Principal Bid (5% OPB)

PROJECT:

[Name, location or address and Project number, if any]

Bid 15-047-CW - Brick Street Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted to the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of each Contract and for the prompt payment of labor and materials furnished in the execution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may enter into another contract with another party to perform the work covered by said bid, these provisions shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

This Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
Signed and sealed this 19th day of March, 2014

Glaxon Enterprises, LLC
(Principal)

[Signature]
(Title)

FCCI Insurance Company
(Insurer)

[Signature]
(Title) Allan B. Webb, Attorney-In-Fact
GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $5,000,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signature or facsimile seal shall be binding upon the Corporation when so affixed and in the United States will render to any third party dealing with the Corporation in which it is affixed.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 22ND day of September, 2014.

Attest:
Craig Johnson, President
FCCI Insurance Company
State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

ARLENE CUEMAN
Notary Public, State of Florida
My commission expires: 9/25/2016
No. 213502, Notary Public, State of Florida

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

ARLENE CUEMAN
Notary Public, State of Florida
My commission expires: 9/25/2016
No. 213502, Notary Public, State of Florida

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 20TH day of March, 2015

Thomas A. Koval, Esq., EVP, Chief Legal Officer, Government Affairs and Corporate Secretary
DATE: January 21, 2015

SPECIFICATIONS

Project: Brick Streets Repair Project

General Requirements

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Site work

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<<< END OF INDEX >>>>
1055 - STATEMENT OF WORK

PART 1 - GENERAL

1.01 STATEMENT OF WORK: This is a general overview of the project. Follow details shown by the specifications and drawings, interpreted in accordance with contract clauses.

   A. Provide all labor, material, plant, equipment, supplies, and coordination required to saw cut, remove and replace failed sections of bricks in various streets in Macon-Bibb County, Georgia.

   B. Price: Accomplish work shown for the original bid price. This includes special work times for utility outages and repair of damages. The words "at no additional cost to the Government" are implied whether stated or not.

1.02 CONSTRUCTION SITE AND WORK RESTRICTIONS:

   A. Work area is restricted to the area at the construction site.

1.03 HOURS OF WORK:

   A. Standard work hours for this project are normal work hours of 8:00 AM to 5:00 PM local time, Monday through Friday. Work must stop on official City-County holidays unless specifically approved in advance.

   B. Alternate Work Hours

      1. If the Contractor desires to work another set of standard hours submit written request five (5) workdays before the date desired to work the different standard.

      2. To work special hours or days such as to continue paving until dark, request verbal approval from the Engineer at least four hours in advance.

      3. The Government reserves the right to refuse these requests. In addition, work requiring inspector presence such as placing concrete may not be possible outside normal hours on short notice. Digging outside of normal hours will normally not be approved.

   C. All references to days mean calendar days unless otherwise noted.

1.04 SUBMITTALS:

   A. General: Provide the following submittals in accordance with instructions found in Section 1300, Submittals and Contractor Furnished Items.

   B. Material Submittals: Omitted.

PART 2 - PRODUCTS - OMITTED
1005 - STATEMENT OF WORK

PART 3 - EXECUTION

3.01  COORDINATION: The contractor shall coordinate work between different disciplines.

A. Locations shown are approximate and may be moved if approved by the Engineer.

B. Manufacturers' recommendations and/or requirements, if more stringent than the specifications and drawings, shall be followed at no additional cost to the Government.

Section 1005 Submittals

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<<<< END OF SECTION >>>><br>
PART 1 - GENERAL

1.01 UTILITY OUTAGES: Omitted

1.02 SUBMITTALS:

A. General: Provide the following submittals in accordance with instructions found in Section 1300, Submittals and Contractor Furnished Items.

B. Material Submittals: None required under this section.

1.03 SAFEGUARDING COMMUNICATION FACILITIES: For work that will interfere with buried fiber optics cable, aerial cable, house cable, underground cable, or other communication facilities, notify the utility and the Engineer in writing 14 days before the scheduled construction. Do no work until receiving approval.

PART 2 - PRODUCTS - OMITTED

PART 3 - EXECUTION

3.01 Ddigging/EXCAVATION REQUIREMENTS: The Drawings where applicable show underground utilities and structures as presently shown on the best available record drawings of the site, and these may have some inaccuracies. The information is provided for general bidding purposes only. The contractor shall determine actual locations and quantities at the site by calling the Georgia Utilities Protection Center prior to accomplishing any digging.

A. Damage: The contractor is responsible for any damage to underground structures and utility lines identified on the drawings and any identified and marked in the field as a result of obtaining the utility location. If any underground utility is damaged, notify the utility and the Engineer immediately.

B. Cutting of Roads, Streets, and Paved Parking Areas:

1. Mark, barricade, and illuminate construction work on or near roads or streets which may present a traffic hazard in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Closures of streets, parking lots, and other traffic areas will not be permitted unless approved by the Engineer after written request 14 days before the scheduled closure.

2. Road cuts shall be backfilled immediately after completion of associated utility work. When the road is reopened, the cut shall be filled with temporary or permanent materials to a smooth condition, or metal plates or other approved methods shall be employed to prevent discomfort or damage to vehicular traffic. Road cuts shall be permanently closed within 5 working days unless approved otherwise by the Engineer. Provide advance signage warning motorists of the condition in accordance with the MUTCD. Repair streets as shown on the drawings.

3.02 STORAGE AREA: The contractor shall obtain permission for all storage on private property. Materials stored on the county or state right of way must be obtained from the appropriate agency.
1040 - SITE REQUIREMENTS

3.03 SITE MAINTENANCE, CLEAN UP, AND RESTORATION

A. Maintain the work site in a neat, orderly, and safe manner.

B. Remove scrap, waste, and excess materials promptly. Provide signs, barricades, and lights as required to protect personnel.

C. Do not allow trash and debris to accumulate and become unsightly. Sweep up and collect in contractor-maintained disposal containers daily. Dispose of collected debris weekly as a minimum.

D. Store materials on site in a neat and orderly manner.

E. Restore the project site to its final condition as required by the contract as soon as possible.

F. Do not open trenches or excavations until material is on-hand or scheduled to arrive within three days. Close excavations or ditches as soon as the work has been placed, inspected, and accepted by the government.

Section 1040 Submittals

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<<<<<<END OF SECTION >>>>>
1300 - SUBMITTALS AND CONTRACTOR FURNISHED ITEMS

PART 1 - GENERAL

1.01 GENERAL:

A. Basic: Provide items requiring drawings, diagrams, certifications, manufacturers’ literature, data brochures, technical data, sample requests, forms, and other data as noted under each specification section.

B. Contractor Responsibility: Review, Corrections, or Comments made on the Submittals do not relieve the contractor from compliance with the requirements of the Drawings, Specifications, Addendums, and Contract Documents. By entering into this contract, the contractor agrees that the purpose of submittals is to demonstrate to the Engineer that the contractor understands the design concept and that he demonstrates his understanding by indicating which equipment and material he intends to furnish, install, and use. Review of shop drawing will be general only for basic conformance with the design concept. The Government’s review of such drawings, schedules, or cuts shall not relieve the contractor from the responsibility for correcting all errors of any sort contained in the submittals. The contractor is responsible for confirming and correlating all quantities and dimensions; selecting proper fabrication processes, construction methods and installation techniques; coordinating this work with that of all other trades; and performing all work in a safe, workmanlike and satisfactory manner.

1.02 OMITTED:

1.03 SUBMITTAL INSTRUCTIONS: Submittal requirements for each specification section are listed in those respective sections. The following apply to all sections.

A. Material Submittals:

1. Complete Submissions: All items requiring submittals prior to construction activities for each section should be provided at one time unless noted otherwise or logically required. In some instances the specifications may require certain items from one or more specifications sections to be submitted at one time.

2. Submittal Checklist: The contractor shall complete a copy of the checklist provided in the submittals paragraph of each specification section. This checklist shall be provided with each submittal. Submittal information shall be arranged in order to correspond with each checklist.

3. Time: The Contractor shall have approved submittals before ordering any equipment under this contract. If equipment is ordered prior to receiving approval, it will be solely at the Contractor’s risk. Under no circumstances will material be installed prior to approval of submittals. There will be no time schedule for providing material submittals unless noted elsewhere in the specifications. The Contractor will be required to manage his materials/equipment lead times and obtain approval in sufficient time to complete the work on schedule. Disapproval of incomplete or unsatisfactory submittals shall not be grounds for contract extensions. Other submittals such as as-buils, test reports, etc., shall be provided as indicated. When the word “prior” is used, it shall generally mean prior to the delivery or installation of the product at the work site or prior to the time in question of the item addressed in the specification.

4. Exceptions: If any material proposed for use on this contract deviates from the specifications, the Contractor shall submit those proposed deviations for approval along with detailed
1300 - SUBMITTALS AND CONTRACTOR FURNISHED ITEMS

justification. All exceptions and deviations shall be described in detail with each product submittal. Cost will not be considered a justification for taking exceptions unless a credit is offered to the Government.

5. Substitutions: Products provided by manufacturers other than those specified as the "design basis" shall be considered substitutions.

a. All features of items submitted as substitutions are implied to be in full compliance with Specifications and Drawings if not specifically noted as "Exceptions."

b. Where a design basis is referenced in Specifications and Drawings, substitutions must meet or exceed the salient features of the design basis as determined by the Engineer. Exceptions to design basis characteristics must be clearly noted as "Exceptions." The contractor must demonstrate that the product substituted is clearly equal or superior to the specified product, or else the request for substitution will be denied.

c. Changes required to accommodate approved substitution shall be made at no additional cost to the Government.

B. Other Submittals: Other submittals such as samples, test results, spare parts, and etc. shall be provided as required by each specifications section. Provide 2 copies of each or an electronic copy unless directed otherwise.

1.04 RETURN AND DISAPPROVAL OF SUBMITTALS: The Engineer will return submittals to the Contractor within 14 days after receipt indicating approval or disapproval. Resubmittal of disapproved submittals shall be accomplished within 14 days after receipt of disapproval. Disapproval shall not be cause for time extension.

1.05 SUPERINTENDENT or MANAGER: When requested, provide name and qualifications for review. Provide the name and contact information of the person who will be the primary contact with the Government on this project until project acceptance.

1.06 TURN-IN OF IDENTIFIED EQUIPMENT, SPARE PARTS, TOOLS, AND OTHER MATERIALS: Items indicated in the Submittals section of each specifications and elsewhere, for turn-in to the Government shall be delivered as directed or in the absence of direction, before prefinal inspection. Obtain receipts from Government employees receiving the materials and deliver them to the Engineer before prefinal inspection.

1.07 AS-BUILT DRAWINGS: Omitted

1.08 PROVIDE EQUIPMENT LIST: Omitted

1.09 FINAL INSPECTION ONLY: If the Engineer elects to have only a final inspection, turn in prefinal inspection submittals before the final inspection.

1.10 PRE-AWARD SUBMITTALS: Submit the following items before award, if directed.

A. Experience: Provide documentation on contractor experience relative to this project. After bid opening, the Government may examine contractor experience. The Contractor and/or named subcontractors shall have been
1300 - SUBMITTALS AND CONTRACTOR FURNISHED ITEMS

regularly engaged in the type work of this project for at least (2) years. Include for each subcontractor the name of the business and the individual responsible for this project.

B. References: Provide the names, addresses and telephone numbers of at least two customers for whom similar projects were performed in the last (two) years.

1.11 PROGRESS SCHEDULES AND REPORTS: Omitted

END OF SECTION
PART 1 - GENERAL

1.01 GENERAL:

A. General Scope: This Section provides the requirements necessary to ensure that all construction projects are in environmental compliance. Major environmental program areas which may be affected include natural resources, air quality, underground storage tanks, asbestos, lead-based paint, PCBs, cultural resources, water quality, solid and hazardous wastes, and pollution prevention.

B. Applicable Regulations and Publications: Comply with all applicable Federal, State of Georgia, any laws and regulations from other states where disposal might occur, and local laws and regulations concerning environmental compliance and pollution prevention.

C. Ensure all products produced or generated under contract shall meet all stated performance objectives and shall not violate in any manner the environmental requirements of any applicable local, state, or federal entity. Applicable environmental requirements shall include but are not limited to a substance's toxicity, biodegradability, and volatile organic/inorganic compound content.

D. Macon-Bibb County personnel will conduct no-notice inspections to ensure compliance with all environmental requirements.

E. Definitions:

1. Engineer-Macon-Bibb County Engineer or his or her designated representative.
2. Inspector-The individual from the Macon-Bibb County Engineering Department designated to perform daily inspection of the contractor's work.
3. Dust - Minute solid particles caused to be suspended by natural forces or by mechanical processes such as, but not limited to, crushing, grinding, milling, drilling, demolishing, shoveling, conveying, covering, bagging, mixing, and sweeping.
4. Open Burning - Any outdoor fire from which the products of combustion are emitted directly into the open air without passing through a stack, chimney or duct.
5. Solid Waste - Defined in CFR 261.2. Examples include garbage, refuse, and other discarded solid material including non-hazardous wastes resulting from industrial, commercial, and agricultural operations.
6. GA EPD - Georgia Environmental Protection Division of the Department of Natural Resources.

1.02 OMITTED

1.03 SUBMITTALS:

A. General: Provide the submittals in accordance with instructions found in Section 01300, Submittals and Contractor Furnished Items.

B. Material Submittals: Not required under this section.
A. Provide to the Engineer all data specified herein to ensure compliance with applicable environmental requirements.

1. Permits: Not Required

2. Other Submittals, Notifications, and Approvals: The following submittals, notifications, and approvals are required to maintain compliance:

   a. Solid Waste Disposal: The Contractor shall provide a solid waste disposal plan from the contractor stating how all materials leaving the site shall be disposed of:

      (1) The plan shall certify that the Contractor shall dispose of all materials in compliance with all Federal, State of Georgia, and local laws. A senior official of the company shall sign this letter. The plan shall address the disposal of each item addressed in Sections 3.01 and 3.02 as applicable. Non-hazardous solid waste shall be broken down into individual types, i.e., asphalt, concrete, wood, brick, etc.

      (2) The plan shall address each landfill to be used. A copy of all landfill permits shall be provided unless the Macon, Wolfe Creek, or Houston County landfill is to be used. The plan shall designate the employee who shall be responsible for verifying that all materials removed from the site are disposed of in accordance with the above referenced laws. The employee shall be an employee of the contractor and shall have authority to act for the contractor. Provide two copies of the Disposal Plan to the Engineer prior to the Pre-construction Conference or 14 calendar days prior to the start of disposal operations if no pre-construction conference is held.

      (3) Omitted.

      (4) Keep on hand evidence of proper disposal of construction debris as well as providing this evidence to the Engineer. Examples of evidence include dump tickets from a licensed sanitary landfill and copies of a current landfill permits from the State of Georgia (unless Macon, Wolfe Creek, or Houston County landfill is used), manifest, bill of sale, or other record for recycling.

      (5) After contract work is completed and prior to final payment, the Contractor shall submit a letter of certification signed by a senior official of the company certifying that all materials removed from the site have been disposed of in accordance with all applicable Federal, State, and local laws.

b. Hazardous Waste: See Section 09 97 02 for requirements.

PART 2 - PRODUCTS - OMITTED.

PART 3 - EXECUTION

3.01 DISPOSAL OF WASTE/EXCESS MATERIAL:

   A. Omitted.
B. Non-hazardous Solid Waste or Excess Material, except topsoil and suitable fill material, shall be removed from the site daily unless permitted otherwise by the Engineer. Dispose in a manner approved by the US Environmental Protection Agency and the Georgia Department of Natural Resources, Environmental Protection Division (EPD). Also comply with applicable local codes and requirements. Equipment/material to be removed from the project but not turned in to the Government is the property of the contractor.

1. Disposal: Use one or more of the following methods to dispose of non-hazardous solid waste.
   a. Sanitary Landfill: All solid waste may be disposed of in a sanitary landfill properly licensed by the State of Georgia. If a landfill other than the Macon, Wolfe Creek, or Houston County sanitary landfill is used, provide a copy of the landfill license. Provide proof that any Georgia municipal solid waste disposal facility to which they propose to bring waste, except Macon, Wolfe Creek, or Houston County, is operated by someone who has obtained the certification required by the Georgia Solid Waste Management Act, O.C.G.A. 12-8-24.1.

   b. Inert Waste Landfill: Materials not likely to cause production of leachate of environmental concern may be disposed of in an inert waste landfill. Only earth and earth-like products, concrete, cured asphaltic concrete, rock, bricks, yard trimmings, and land clearing debris such as stumps, limbs, and leaves are acceptable for disposal in an inert waste landfill. This definition excludes industrial and demolition waste not specifically listed above. Provide a copy of the written notice of commencement of operation by the landfill as given to the Georgia EPD. Include the weights of material disposed of in this type of landfill in the disposal and recycling report required in paragraph 3.01.C below.

   c. Construction/Demolition Disposal Site: Only wood, metal, wallboard, paper, cardboard, as well as materials that can go in an inert waste landfill may be disposed of in this facility. Provide a copy of the landfill license.

   d. Recycling: Recycling of materials is strongly encouraged. Materials destined for recycling must meet the definition of non-hazardous wastes under federal/state solid waste regulations. Materials defined as “recovered materials” by GA EPD regulations are excluded from regulation as solid wastes.

   e. All materials to be disposed of in other than a sanitary landfill must be kept segregated at the project site from those materials, which are allowed only in a sanitary landfill.

3. Solid Waste Disposal Outside of Georgia: Dispose of no solid waste outside the state of Georgia without prior written approval of the Engineer. If the contractor desires this, he shall provide sufficient information as determined by the Engineer to allow verification.

3.02 SPECIAL WASTES OR HAZARDOUS MATERIALS: Not applicable.

3.03 PROTECTION OF LAND RESOURCES:

A. General: Do not take any action which shall adversely affect the existing Water Quality Standards classification of any streams, rivers, lakes or reservoirs within or adjacent to the project site or which would otherwise contribute to pollution of these water resources. No fuel, oils, bituminous, calcium chloride, acids, construction waste or otherwise harmful materials shall be
permitted to enter these water resources. Preserve the land resources in their present condition or restore to a condition that appears natural and does not detract from the appearance of the surrounding area. If restoration is to be accomplished, the Contractor must submit his restoration plan and receive approval from the County on his proposed procedures.

B. Omitted.

C. Omitted

D. Restoration of Landscape Damage:

1. Do not allow any trees or other debris to get into the storm drainage system.

2. Surface Drainage:

   a. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operating. The area of bare soil exposed by construction operations at any time shall be held to a minimum. Stream crossings by fording with equipment shall be limited to control turbidity. Fills and waste areas shall be constructed by select placement to eliminate pollution to adjacent streams.

   b. Stabilization of permanent steep slopes shall be accomplished as soon as possible, using a 2-step procedure, if necessary, to establish vegetation. Apply mulch immediately after finished grading is completed, regardless of season, and delay permanent seeding and fertilizing, if necessary, until the season most favorable for germination.

H. Spills: Prevent the spill of chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides, cement drainage or any other hazardous materials. Immediately report all spills to the Macon-Bibb County Fire Department, emergency number 911, giving name, telephone number, location of spill, and type and amount of material spilled. Notify the Engineer of the spill immediately following initial reporting to the Fire Department. Take containment action against any hazardous spills, which threaten storm drains and other environmental areas. Ensure clean up of materials spilled as a result of contractor action, or lack thereof. The contractor is responsible for the clean up of material(s) spilled. No spill residue shall be transported off site without specific approval from the Engineer. The contractor shall provide support, as appropriate, for containment and clean up of spills. If the spill exceeds reportable quantity limits, coordinate notification to the National Response Center with the local office of the Environmental Protection Division (EPD) through the Engineer.
3.04 AIR QUALITY:

A. Open burning operations must be approved by the Macon-Bibb County Fire Department and the Georgia Forestry Commission. Note that a burn ban is in effect from 1 May to 30 September of each year.

3.05 DUST CONTROL: Maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work within or without the project boundaries free from dust which could cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods are permitted to control dust. To be approved, sprinkling must be repeated at such intervals as to keep all parts of the disturbed area damp at all times. If sprinkling is used, keep sufficient equipment on the job site at all times. Perform dust control as the work proceeds and whenever a dust nuisance or hazard occurs.

3.06 USING HAZARDOUS MATERIALS IN PERFORMING THE WORK: Omitted

3.07 PESTICIDES (INSECTICIDES, FUNGICIDES, HERBICIDES, ETC.): Omitted

3.08 Omitted

3.09 THREATENED AND ENDANGERED SPECIES:

A. The construction project is not anticipated to have any impact in this area since most plant and animal species of concern exist in wetlands. Any project activities believed to interface with threatened and endangered species shall be coordinated through the Engineer.

3.10 WETLANDS: Comply with water and land protection paragraphs of this Section to prevent construction site sediments and runoff from entering wetlands.

3.11 UNDERGROUND STORAGE TANKS (UST’s): Not applicable.

--- END OF NARRATIVE SECTION ---
1580 - SAFETY REQUIREMENTS

PART 1 - GENERAL

1.01 CONTRACTOR OPERATIONS: This section establishes requirements to ensure the safety of Government and other personnel not directly or indirectly under the employment of the Contractor. Comply with standards maintained by Occupational Safety and Health Administration (OSHA), identified sections of Corps of Engineers Safety Manual (EM 385-1-1), and National Fire Protection Association (NFPA).

A. CONTRACTOR EMPLOYEES: Compliance with OSHA and other applicable laws and regulations for the protection of Contractor employees is the obligation of the Contractor. This contract is not intended in any way to require persons to work in surroundings or under working conditions that are unsafe or dangerous to their health.

B. Coordinate and perform work so as not to impact the safety of Government or non-Contractor personnel, or cause damage to government property. This requires providing appropriate safety devices to be utilized in and around the work areas to perform the job safely and protect others from hazards generated by the work.

1.02 SUBMITTALS:

A. General: Provide the following submittals in accordance with instructions found in Section 1300, Submittals and Contractor Furnished Items.

B. Material Submittals: None required under this section.

C. Other Submittals: Provide the following submittals as required by the contract or as directed by the Contracting Officer.

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<td>Injury/Mishap Reports</td>
<td>By 1 hour after</td>
<td></td>
</tr>
</tbody>
</table>

1.03 OSHA INSPECTIONS: Department of Labor (DOL) OSHA inspectors may arrive at Contractor work sites without formal notification in the event of an employee complaint or a no-notice inspection. The DOL has the right to stop or delay work and/or issue costly fines due to noncompliance with safety requirements. Any costs borne by such actions are the sole responsibility of the Contractor.

PART 2 - PRODUCTS: Omitted

PART 3 - EXECUTION

3.01 FIRE REPORTING: Report all fires as soon as discovered. The fire reporting number is 911. The caller should give his or her name and location of what is on fire. Also, give any other information that may be requested by the Fire Department dispatcher. Stay on the telephone until the dispatcher has obtained all necessary information.
3.02 OPERATIONS INVOLVING WELDING, CUTTING, BRAZING, AND OPEN FLAME are carefully controlled on the project site due to several fires caused by such operations.

A. Start no such work until the Engineer has been notified, the site has been inspected, and the operation approved by the authorized Fire Inspector. Do not contact the Fire Department directly.

B. Observe caution and provide welding, cutting, brazing, and open flame equipment in accordance with NFPA 51B and OSHA 1926.350 through 1926.354.

C. Perform a fire watch to inspect the work area and adjacent areas for the evidence of fire for at least one-half hour after completion of the welding, cutting, brazing, or open flame.

3.03 FIRE HYDRANTS/HOSES

A. Fire hydrants shall not be used without prior approval of the Macon Water Authority. If permission is granted for use of a fire hydrant, the Contractor must furnish a gate valve to fit the 2 1/2" outlet and a proper hydrant wrench. Each time a hydrant is to be opened or used, it must be opened slowly to prevent a water surge, and it must be opened to the full "open" position. When closing the hydrant, close it slowly to prevent a water surge.

B. The Fire Department will not loan equipment; e.g., fire hoses, nozzles, or hydrant wrenches.

C. No vehicles or equipment shall be parked or stored within 15 feet of a fire hydrant.

3.04 DEBRIS

A. The accumulation of all debris shall be kept to a minimum during construction.

B. Piles of debris awaiting removal outside any facility shall not be placed in fire lanes or within 25 feet of the facility.

C. Walkways, roadways and sidewalks shall be kept clear of building material, equipment, or other obstructions caused by the Contractor operation. Protective barriers and warning signs shall be installed.

3.05 FLAMMABLE AND COMBUSTIBLE LIQUIDS

A. All flammable liquids shall be stored in suitable metal containers only.

B. Store other flammable materials properly.

C. Gasoline or any other low flash point flammable liquid shall not be used for cleaning purposes or to start fires.
D. Static bonding wires shall be properly attached before combustible or flammable liquid is transferred from one vessel to another. This includes vehicles, portable gasoline driven equipment, etc.

E. Smoking or the use of spark or flame producing equipment in areas where flammable liquids are being used or stored is strictly prohibited.

3.06 FIRE EXTINGUISHERS: The Contractor is responsible for providing an adequate number of fire extinguishers. Extinguishers shall be suitably placed, distinctly marked, readily accessible, and maintained in a fully charged and operable condition.

3.07 HAZARD COMMUNICATION: Not applicable.

3.8 CONFINED SPACE ENTRY: In recent years, there have been increased injuries and mishaps in confined spaces. The Contractor assumes full responsibility for performing all work in and around a confined space in a safe manner and iaw CFR 1910.146. Protect Macon-Bibb County personnel and the public by supplying barricades, warning signs, and traffic control measures as necessary.

3.9 INJURIES/MISHAP REPORTING: The Contractor shall report mishaps or incidents exceeding $1,000 (material + labor) and all injuries requiring medical treatment to any personnel, including Contractor employees, within one (1) hour by phone to the Engineer during normal day shift hours. This report shall contain all available facts. Mishaps/Incidents occurring at other times of the day shall be reported as soon as possible the next normal workday.

3.10 MOTOR VEHICLES: No vehicle shall be stopped, parked, or left standing on any road or adjacent thereto or in any area in such a manner as to endanger the vehicle, other vehicles, equipment, or personnel using or passing that road or area. Roads shall be swept if spillage occurs during hauling. For chemical spills, see the Environmental Requirements section of the specifications. Ensure safe operating condition of all Contractor-owned vehicles. Unsafe and unserviceable vehicles shall be removed from service immediately. Ensure that all Subcontractors comply with these requirements.

3.11 EXCAVATIONS: In all excavations where any personnel may be exposed to danger from moving ground, protection shall be provided by means of a shoring system, sloping of the ground, or some other equivalent means. All trenches over five feet deep in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Trenches less than five feet in depth shall also be effectively protected when hazardous ground movement may be expected. Additional information/requirements may be found in 29 CFR 1926 and EM 385-1-1.

3.12 PROTECTIVE BARRIERS/WARNING SIGNS: When it is necessary to barricade an area for excavation, open manholes, overhead work, or the protection of personnel from hazardous operations, moving equipment or cranes, barricades are to be provided by the Contractor. Barricades must be erected before the work begins. If the barricades are in a roadway or walkway, blinking lights must be used during the hours of darkness. Barricades and associated equipment shall be kept neat and orderly at all times. When the work is complete, the barricades must be removed immediately from the job site. Kerosene lamps and open flame pots shall not be used for or with warning signs or devices. Additional information/requirements may be found in 29 CFR 1926 and EM 385-1-1. Provide as required safety
signs at job sites, such as MEN WORKING ABOVE, DO NOT WATCH WELDER, and NO SMOKING.

3.13 PROTECTIVE EQUIPMENT: The Contractor is responsible for the use of appropriate personal protective equipment by his and subcontractor employees and guests. The Government recommends voluntary use of the standards in EM 385-1-1.

3.14 TOOLS AND EQUIPMENT

A. LADDERS/SCAFFOLDS: Use standard ladders that are structurally rigid, sound, equipped with approved safety shoes, and free of cracks. Metal ladders shall not be used near or for electric service. All ladders shall be tied off at the top and bottom as necessary. Special purpose job ladders may be constructed if they are properly designed and built IAW 29 CFR 1926. Scaffolds and platforms shall have handrails and toe boards. Additional information/requirements may be found in EM 385-1-1.

B. HAND TOOLS/ELECTRICAL TOOLS, PNEUMATIC TOOLS/COMPRESSED AIR: The Contractor is responsible for ensuring that all hand tools used by his or subcontractor personnel are used IAW applicable safety standards, especially 29 CFR 1910 and 1926.

C. ELECTRICAL WIRING AND EQUIPMENT: All electrical wiring and equipment shall be a type listed by UL or another recognized listing agent. All temporary electrical wiring shall be adequately installed and placed to avoid physical damage from other operations and comply with 29 CFR 1926.405. Temporary wiring shall be removed immediately upon completion of construction or the purpose for which the wiring was installed. All extension cords shall be of the three-wire type and kept in a good state of repair. Splices shall be avoided, but if they are made, they must comply with 29 CFR 1926.405. All portable electrical appliances and equipment shall be unplugged at the end of each workday.

<<<< END OF SECTION >>>>
Section 461—Sealing Roadway and Bridge Joints and Cracks

461.1 General Description
This work includes cleaning the joint, and installing silicone sealant in all concrete joints shown on the Plans.

Longitudinal joints are parallel to the direction of travel on the road.
Transverse joints are perpendicular to the direction of travel on the road.

Unless otherwise specified on the Plans, use Type A silicone for all joints.

461.1.01 Definitions (Omitted)

461.1.02 Related References
A. Standard Specifications
   833—Joint Fillers and Sealers Section

B. Referenced Documents
   Georgia DOT QPL 66

461.1.03 Submittals
See Section 1300 for general guidance

461.2 Materials
Ensure that materials meet the requirements of the following Specifications:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silicone Sealant and Bond Breakers</td>
<td>833.2.0</td>
</tr>
</tbody>
</table>

For a list of silicone joint sealant sources, please see Georgia DOT QPL 66.

Select and use bond breakers, backer rod or tape according to Subsection 833.2.06.A.2, “Bond Breakers”.

461.2.01 Delivery, Storage, and Handling
Store and handle in accordance with the manufacturer's recommendations

461.3 Construction Requirements

461.3.01 Personnel (Omitted)

461.3.02 Equipment
A. Air Compressors
   Use air compressors equipped with traps to remove surplus water and oil in the compressed air. Do not use contaminated air. Ensure that the compressor can deliver compressed air at a continuous pressure of at least 90 psi.
The Engineer may check the compressed air for contamination.

B. Silicone Sealant Pump

Apply silicone sealant by pumping only. Use a caulking gun with a cartridge for touch-up work or small applications only.

Use a pump with sufficient capacity to deliver the necessary volume of silicone to completely fill the joint in a single pass.

Ensure that the nozzle's size and shape closely fits into the joint to fill the joint with sealant with enough force to prevent voids in the sealant and to force the sealant to contact the joint faces.

C. Caulking Gun

Use a caulking gun with cartridge for the following situations:

Touch up work.

Sealing small cracks in the concrete.

461.3.03 Preparation

Before installing a bond breaker or sealant, ensure that the joint is clean and dry. Complete all cleaning, air blasting, or air drying.

461.3.04 Fabrication

Omitted

461.3.05 Construction

A. Resealing Existing Joints (Omitted)

B. Sealing New Joints

1. Sawing: Saw the transverse and longitudinal joints according to the Specifications and Plan details.

   a. Make the initial cut and wait for the concrete to harden enough to prevent spalling or raveling.

   b. Make the second cut to the width and depth shown on the Plans.

   **NOTE: Do not use a gang saw to make a completed cut in a single operation.**

   c. If spalling of the sawed edge harms the joint seal, patch the spall with an approved epoxy patching compound and allow it to fully cure before installing the joint sealant.

   d. Make each patch to the intended neat lines of the finished cut joint.

2. Cleaning Freshly Cut Sawed Joints

   Immediately after sawing the joint do the following:

   a. Completely remove the resulting slurry from the joint and clean the immediate area by flushing it with a jet of water under pressure. Use other tools as necessary.

   b. When the surfaces are thoroughly clean and dry and immediately before placing the
joint sealer, use compressed air with a pressure of at least 90 psi (620 kPa) to blow out the joint and remove dust traces.

c. (Omitted)

d. Ensure that cleaning methods do not alter the joint profile, the rounding of the top corners, or the concrete riding surface texture. Do not clean the joint with chemical agents.

C. Sealing Joints

1. Install Bond Breakers

   Select and use bond breakers or backer rod (if required) or tape according to Section 833.2.06.A.2.

   a. Before installing a bond breaker, clean and dry the joint or crack. Before placing the bond breaker and sealant, complete the cleaning, air blasting, or air drying.

   b. Ensure that the backer rod diameter is at least 25 percent larger than the joint width.

   c. Install the backer rod in the joint at the depth specified on the joint detail in the Plans, as directed by the Engineer, and according to Subsection 461.3.05.B.

   d. Use material available in square or rectangular shapes, or cut the strips from sheet stock to fit properly into the joint. Use approved bond breaking tapes in place of backer rod in some applications. See Plan details for various joint types.

2. Install Silicone Sealant

   Install the silicone sealant immediately after cleaning the joint or crack and installing the bond breaker or backer rod. Keep the joint or crack clean and dry. If the joint or crack becomes contaminated, damp, or wet, remove the bond breaker if it has been installed. Clean and dry the joint or crack and install a new bond breaker before placing the sealant.

   Follow these guidelines when placing the sealant:

   a. Ensure that the air temperature during placement is at least 40 °F (4 °C).

   b. Use a pump to apply the silicone sealant. The pump must be able to completely fill the joint to the specified width and height of sealant in one pass.

      Use a nozzle with the proper size and shape to closely fit inside the joint. The sealant must be introduced inside the joint with enough pressure to prevent voids in the sealant and to force the sealant into contact with the joint faces.

   c. Use a caulk gun with cartridge for touch-up work and small applications. You may also use a caulk gun to seal small cracks in the concrete.

   d. After placing Type A silicone sealant, tool it to provide the specified recess, thickness, and shape as shown on the Plans. Apply sufficient force to the sealant in this tooling operation to force the sealant against the joint faces and to ensure proper wetting and bonding of the sealant to the joint faces.
e. To ensure that the gaps are closed use any of the following methods:
   Stuff small pieces of backer rod into the gaps and voids
   Place a piece of bond breaking tape over the void.
   Use Type A silicone to seal the void.

f. Place the sealant to conform to the specified recess and thickness shown in the Plans.

3. Clean Pavement

   After sealing a joint or crack, immediately remove the surplus sealant or other residue on the pavement or structure surfaces.

4. Open to Traffic

   Do not permit traffic on the sealed joints or cracks until:
   
   The sealant is tack free.
   
   The sealant has cured enough to resist displacement from slab movement or other causes.
   
   Debris from traffic does not imbed into the sealant.

5. Special Requirements

   The following requirements apply to this work:
   
   a. Seal joints on new pavement after the curing period.
   b. (Omitted).
   c. (Omitted)
   d. If the manufacturer recommends a primer, use it according to the recommendations.
      When required, install primer before the backup material.
   e. (Omitted).

461.3.06 Quality Acceptance

If a sealed joint fails due to any of the following reasons, it will be rejected:

   Adhesion or cohesion failure of joint material
   Unsatisfactory or improper quality of work
   Damage by operations or public traffic
   Damage to the sealant from displacing because of slab movements or insufficient curing before opening to traffic

Repair the joint to the Engineer’s satisfaction at no additional cost to the County.
Section 0800 - Coarse Aggregate

0800.1 General Description
This section includes requirements for coarse aggregate. All aggregate shall be the specified type, class, and grade, and shall meet the requirements for the intended use.

0800.1.01 Related References
A. Standard Specifications
   Section 424—Bituminous Surface Treatment

B. Referenced Documents

<table>
<thead>
<tr>
<th>AASHTO</th>
<th>ASTM</th>
</tr>
</thead>
<tbody>
<tr>
<td>T 11</td>
<td>C 277</td>
</tr>
<tr>
<td>T 27</td>
<td>C 289</td>
</tr>
<tr>
<td>T 96</td>
<td>C 294</td>
</tr>
<tr>
<td>T 104</td>
<td>C 295</td>
</tr>
<tr>
<td></td>
<td>C 586</td>
</tr>
<tr>
<td></td>
<td>E 30</td>
</tr>
<tr>
<td></td>
<td>G 23</td>
</tr>
</tbody>
</table>

GDT 194
GDT 129
GDT 133
OPL 2

0800.2 Materials
0800.2.01 Coarse Aggregate

A. Requirements
The Contractor shall use the type, group, class, and grade of coarse aggregate specified. For coarse aggregate sources, see OPL 2.

1. Coarse Aggregate Types

<table>
<thead>
<tr>
<th>Type</th>
<th>Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed stone</td>
<td>Sound, durable rock particles.</td>
</tr>
<tr>
<td>Gravel</td>
<td>Sound, durable rock without damaging coatings.</td>
</tr>
<tr>
<td>Air-cooled blast furnace slag</td>
<td>Sound, durable particles with uniform density and quality, or other slags that have a good service record. Dry slag shall weigh at least 70 lb/ft³ (1120 kg/m³) compacted and shall contain less than 30% glassy particles by weight. Do not use slag as aggregate for Portland cement concrete.</td>
</tr>
<tr>
<td>Synthetic aggregate</td>
<td>Sound, durable, expanded clay, shale, or other manufactured product.</td>
</tr>
</tbody>
</table>

2. Coarse Aggregate Groups
   a. Group I: Limestone, dolomite, marble, or any combination thereof. Ensure Group I aggregates meet the abrasion requirement for Class A stone when used in Portland cement concrete of any type or class.
   b. Group II: Slag, gravel, granitic and gnassic rocks, quartzite, synthetic aggregate, or any combination thereof.

3. Classes
   Aggregates are classified by physical properties that determine how they are used.
   a. Do not blend aggregates that meet abrasion requirements with aggregates that do not meet requirements.
   b. “Class A” and “Class B” aggregate used in Portland cement concrete, asphaltic concrete, and bituminous surface treatment shall meet these limits:

0800-1 of 5
Section 0800-Coarse Aggregate

Percent Wear AASHTO T 96 ("B" Grading)

<table>
<thead>
<tr>
<th></th>
<th>Class A</th>
<th>Class B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I Aggregates</td>
<td>0-40</td>
<td>41-55</td>
</tr>
<tr>
<td>Group II Aggregates</td>
<td>0-50</td>
<td>51-60</td>
</tr>
</tbody>
</table>

"Class B" aggregates used in all applications other than Portland cement concrete, asphaltic concrete, or bituminous surface treatment shall meet these limits.

Percent Wear AASHTO T 96 ("B" Grading)

<table>
<thead>
<tr>
<th></th>
<th>Class B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I Aggregates</td>
<td>41-55</td>
</tr>
<tr>
<td>Group II Aggregates</td>
<td>51-60</td>
</tr>
</tbody>
</table>

4. Soundness
Test coarse aggregate used in Portland cement concrete, bituminous surfaces, bituminous bases, aggregate bases, or surface treatment with five alternations of the magnesium sulfate soundness test.

a. Use aggregate with a weight loss of less than 15 percent.

b. The 15 percent soundness loss for a Class "CS" concrete is waived if it has a 5-year service record.

c. If the material meets all the requirements except for the 15 percent soundness requirement, the material may be used in Zones 3 and 4 (see Subsection 424.3.05, "Construction Requirements") under the following conditions:

1) The aggregate in bituminous courses and in all types and classes of Portland cement concrete construction, except as stated in Group I, has a satisfactory five-year service record under similar service and exposure.

2) The Engineer's investigation shows that it equals or exceeds the quality of approved aggregate (in cases where the material's uniformity changes at the source, or does not have a five-year service record).

5. Grades
Use coarse aggregate that is well graded within the limits and sizes specified in Table 890.1.

6. Detrimental Substances
a. Detrimental substances include shale, weathered or decomposed rock, friable particles, or any substance that may be detrimental for the use intended.

b. Do not use any aggregate that can cause a deleterious reaction.

c. Do not use aggregates that contain Chrysotile (defined as fibrous serpentine) as a temporary or permanent unbound surfacing for roads, nor as stabilizer for soil used as subgrade, base, or surface course.

d. Detrimental substances shall not exceed the following limits:

1) For Portland Cement Concrete:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Max % Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mica schist—Materials defined in ASTM C 294 as phyllite or schist. Use GDT 104 to analyze these materials.</td>
<td>5</td>
</tr>
<tr>
<td>Materials that pass the No. 200 (75 μm) sieve.</td>
<td>1.5</td>
</tr>
<tr>
<td>Flat and elongated pieces (with lengths more than five times the average thickness).</td>
<td>10</td>
</tr>
<tr>
<td>Sulphur content computed as sulfide sulphur (for bridge-type structures)—If the sulphur content exceeds 0.01%, do not use the aggregate unless it passes the petrographic analysis and a weathering test equivalent to 6 months or more of exposure.</td>
<td>0.01</td>
</tr>
<tr>
<td>Other local detrimental substances. (Any Combination)</td>
<td>2.0</td>
</tr>
</tbody>
</table>

NOTE: Do not use aggregate in Portland Cement concrete that is capable of producing a deleterious reaction when combined with Portland Cement.

2) For Asphaltic Concrete:
Section 0800-Coarse Aggregate

<table>
<thead>
<tr>
<th>Substance</th>
<th>Max. % Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mica schist—Materials defined in ASTM C 294 as phyllite or schist. Use GDT 104 to analyze these materials. (Use this requirement for Interstate Construction only.)</td>
<td>10</td>
</tr>
<tr>
<td>Flat or elongated particles (with lengths more than five times the average thickness).</td>
<td>10</td>
</tr>
<tr>
<td>Glassy particles (slag).</td>
<td>30</td>
</tr>
<tr>
<td>Other local detrimental substances. (Any combination)</td>
<td>2.0</td>
</tr>
</tbody>
</table>

3) For Bituminous Surface Treatment:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Max. % Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mica schist—Materials defined in ASTM C 294 as phyllite or schist. Use GDT 104 to analyze these materials.</td>
<td>10</td>
</tr>
<tr>
<td>Material finer than No. 200 (75 μm) sieve.</td>
<td></td>
</tr>
<tr>
<td>#5 Stone</td>
<td>0.5</td>
</tr>
<tr>
<td>#6 Stone</td>
<td>0.7</td>
</tr>
<tr>
<td>#7 Stone</td>
<td>0.7</td>
</tr>
<tr>
<td>#89 Stone</td>
<td>1.0</td>
</tr>
<tr>
<td>Flat or elongated particles (with lengths more than five times the average thickness).</td>
<td>10</td>
</tr>
<tr>
<td>Glassy particles (slag).</td>
<td>30</td>
</tr>
<tr>
<td>Other local detrimental substances. (Any combination)</td>
<td>2.0</td>
</tr>
</tbody>
</table>

e. Ensure that gravel used in asphaltic concrete and bituminous surface treatment meets the following additional requirements:
   - Consists of siliceous particles.
   - A minimum of 85%, by count, of the material retained on the No. 4 (4.75 mm) sieve has one or more fractured faces.
   - The fracture is for the approximate average diameter or thickness of the particle.

B. Fabrication (omitted)

C. Acceptance

Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material that passes the No. 200 (75 μm) sieve</td>
<td>AASHTO T 11</td>
</tr>
<tr>
<td>Sulphur content</td>
<td>ASTM E 30, Leco method</td>
</tr>
<tr>
<td>Weathering</td>
<td>ASTM G 23</td>
</tr>
<tr>
<td>Petrographic analysis</td>
<td>ASTM C 285</td>
</tr>
<tr>
<td>Soundness (magnesium sulfate)</td>
<td>AASHTO T 104</td>
</tr>
<tr>
<td>Percent wear</td>
<td>AASHTO T 96</td>
</tr>
<tr>
<td>Aggregate gradation</td>
<td>AASHTO T 27</td>
</tr>
<tr>
<td>Reactivity</td>
<td>ASTM C 227, C 289, and C 586</td>
</tr>
<tr>
<td>Schist or phyllite</td>
<td>GDT 104</td>
</tr>
<tr>
<td>Flat and elongated particles</td>
<td>GDT 129</td>
</tr>
<tr>
<td>Friable Particles</td>
<td>GDT 133</td>
</tr>
</tbody>
</table>
D. Materials Warranty (omitted)
E. Supplier's certification: Provide a certification from the supplier that the coarse aggregates meet the requirement of the specification.
### TABLE 800.1 - SIZES OF COARSE AGGREGATES

<table>
<thead>
<tr>
<th>SIZE NO</th>
<th>NOMINAL SIZE SQUARE OPENINGS</th>
<th>AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS), %, BY WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1) mm</td>
<td>2 ¾&quot;</td>
</tr>
<tr>
<td>3</td>
<td>2-1</td>
<td>50 - 25</td>
</tr>
<tr>
<td></td>
<td>357</td>
<td>2-No. 4</td>
</tr>
<tr>
<td>4</td>
<td>1 ½ - 3/4</td>
<td>37.5 - 19</td>
</tr>
<tr>
<td>4</td>
<td>1 ½-No. 4</td>
<td>37.5 - 4.75</td>
</tr>
<tr>
<td>5</td>
<td>1-1/2</td>
<td>25 - 12.5</td>
</tr>
<tr>
<td>3/8</td>
<td>1-3/8</td>
<td>25 - 9.5</td>
</tr>
<tr>
<td>67</td>
<td>1-No. 4</td>
<td>25 - 4.75</td>
</tr>
<tr>
<td>6</td>
<td>¾-3/8</td>
<td>19 - 8.5</td>
</tr>
<tr>
<td>67</td>
<td>¾-No. 4</td>
<td>19 - 4.75</td>
</tr>
<tr>
<td>65</td>
<td>¾-No. 8</td>
<td>16 - 2.36</td>
</tr>
<tr>
<td>7</td>
<td>¾-No. 4</td>
<td>12.5 - 4.75</td>
</tr>
<tr>
<td>76</td>
<td>¾-No. 8</td>
<td>12.5 - 2.36</td>
</tr>
<tr>
<td>8</td>
<td>3/8-No. 8</td>
<td>9.5 - 2.36</td>
</tr>
<tr>
<td>89</td>
<td>3/8-No. 16</td>
<td>9.5 - 1.18</td>
</tr>
<tr>
<td>9</td>
<td>No. 4-No. 15</td>
<td>4.75 - 1.18</td>
</tr>
</tbody>
</table>

(1) In inches, except where otherwise indicated. Numbered sieves are those of the United States Standard Sieve Series.
Section 0815 - Graded Aggregate

0815.1 General Description
This section includes the requirements for material to be used for base, subbase, or shoulder course material, and includes graded aggregate, unconsolidated limerock base, and crushed concrete base.

0815.1.01 Related References
A. Standard Specifications
   Section 0800—Coarse Aggregate (Attached)
B. Referenced Documents
   AASHTO T 27
   ASTM C 295
   ASTM D 3042
   FL DOT Method FM5-515
   SOP-1
   GDT 63

0815.2 Materials
0815.2.01 Graded Aggregate
A. Requirements
   1. Type
      a. Use graded aggregate base, subbase, or shoulder course material of uniform quality.
      b. Obtain the graded aggregate from an approved source or deposit that will yield a satisfactory mixture meeting all requirements of this Specification.
      c. Use material that is crushed or processed as a part of the mining operations, or, mix two grades of material so that when combined in the central mix plant, the mixture meets the specifications.
   2. Retained on the No. 10 (2 mm) sieve
      Ensure that the material retained on the No. 10 (2 mm) sieve is Class A or B aggregate that meets the requirements of Section 0800.
   3. Passing the No. 10 (2 mm) sieve
      Ensure that any material passing the No. 10 (2 mm) sieve is relatively free of detrimental substances, such as soil overburden, decomposed rock, and/or swelling silts.
   4. Stabilized Mixtures
      Ensure that mixtures to be stabilized react satisfactorily when mixed with Portland cement. The Engineer will specify the percentage of Portland cement to use.
   5. Gradation
      Grade the graded aggregate base, subbase, or shoulder material as follows:

0815 - 1 of 4
### Sieve Size and Percent Passing By Weight

<table>
<thead>
<tr>
<th>Group I Aggregates</th>
<th>Percent Passing By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 in (50 mm)</td>
<td>100</td>
</tr>
<tr>
<td>1-1/2 in (37.5 mm)</td>
<td>97-100</td>
</tr>
<tr>
<td>3/4 in (19.0 mm)</td>
<td>60-95</td>
</tr>
<tr>
<td>No. 10 (2 mm)</td>
<td>25-50 (Note 1, 2 and 3)</td>
</tr>
<tr>
<td>No. 60 (250 μm)</td>
<td>10-35</td>
</tr>
<tr>
<td>No. 200 (75 μm)</td>
<td>7-15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group II Aggregates</th>
<th>Percent Passing By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 in (50 mm)</td>
<td>100</td>
</tr>
<tr>
<td>1-1/2 in (37.5 mm)</td>
<td>97-100</td>
</tr>
<tr>
<td>3/4 in (19 mm)</td>
<td>60-90</td>
</tr>
<tr>
<td>No. 10 (2 mm)</td>
<td>25-45 (Note 2 and 4)</td>
</tr>
<tr>
<td>No. 60 (250 μm)</td>
<td>5-30</td>
</tr>
<tr>
<td>No. 200 (75 μm)</td>
<td>4-11</td>
</tr>
</tbody>
</table>

**NOTE 1:** Group I aggregates having less than 37% passing the No. 10 (2 mm) sieve, shall have at least 9 percent passing the No. 200 (75 μm) sieve.

**NOTE 2:** For graded aggregate stabilized with Portland Cement, 30-50 percent by weight shall pass the No. 10 (2 mm) sieve. All other requirements remain the same.

**NOTE 3:** Material passing the No. 10 (2 mm) sieve shall have a sand equivalent of at least 20 for Group I aggregates.

**NOTE 4:** Material passing the No. 10 (2 mm) sieve shall have a sand equivalent of at least 28 for Group II aggregates. Sand Equivalent values as low as 20 will be acceptable provided they are attributed exclusively to rock flour and the percent passing the No. 10 (2 mm) sieve does not exceed 40.

### B. Fabrication (Omitted)

### C. Acceptance

Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gradation</td>
<td>AASHTO T 27</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>GDT 63</td>
</tr>
</tbody>
</table>

### D. Materials Warranty (Omitted)

0815.2.02 Unconsolidated Limerock Base

#### A. Requirements

1. **Type**
   - Use limerock base, subbase, or shoulder course material of uniform quality.
   - To ensure uniform quality, the Department may restrict approved sources to specific mining areas, mining processes at a specific mining site, or both.
   - Use a limerock base that yields a mixture to meet these Specifications.
   - Use material that is crushed or processed as a part of the mining operations, or mix two grades of material so that when combined in the central mix plant the mixture meets the specifications.

0815 - 2 of 4
d. Use limerock base, subbase, or shoulder material that has the following characteristics:

<table>
<thead>
<tr>
<th>Limerock bearing ratio</th>
<th>At least 100.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deleterious substances</td>
<td>Do not allow chart or other extremely hard pieces that will not pass the 2 in (50 mm) sieve.</td>
</tr>
<tr>
<td></td>
<td>Do not allow clay, sand, organics, or other materials in quantities that may damage bonding, finishing, or strength.</td>
</tr>
<tr>
<td></td>
<td>All material passing the No. 40 (425 μm) sieve shall be non-plastic.</td>
</tr>
<tr>
<td>Carbonate content</td>
<td>At least 90%.</td>
</tr>
<tr>
<td>(magnesium or calcium)</td>
<td></td>
</tr>
</tbody>
</table>

2. Gradation
Grade the limerock base so at least 97 percent by weight passes the 3-1/2 in (90 mm) sieve.

a. Grade the material uniformly to dust. The fine portion passing the No. 10 (2 mm) sieve shall all be dust of fracture.

b. Crush or break the limerock base, if necessary to meet size requirements before placing the material on the road.

c. Ensure that materials having soundness losses of 20% or less, comply with the following gradation requirements:

<table>
<thead>
<tr>
<th>SIEVE SIZE</th>
<th>PERCENT PASSING BY WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot; (50 mm)</td>
<td>100</td>
</tr>
<tr>
<td>1-1/2&quot; (37.5 mm)</td>
<td>97-100</td>
</tr>
<tr>
<td>3/4&quot; (19 mm)</td>
<td>60-95</td>
</tr>
<tr>
<td>No. 10 (2.00 mm)</td>
<td>25-45</td>
</tr>
<tr>
<td>No. 60 (250 μm)</td>
<td>10-30</td>
</tr>
<tr>
<td>No. 200 (75 μm)</td>
<td>7-20</td>
</tr>
</tbody>
</table>

B. Fabrication (Omitted)

C. Acceptance
Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gradation</td>
<td>AASHTO T 27</td>
</tr>
<tr>
<td>Limerock bearing ratio</td>
<td>FL DOT Method FMS-515.</td>
</tr>
<tr>
<td>Petrographic analysis</td>
<td>ASTM C 285</td>
</tr>
</tbody>
</table>
0815.2.03 Crushed Concrete Base

A. Requirements

1. Type
   Use crushed concrete derived exclusively from Portland cement concrete pavement or structural concrete as a base, subbase, or shoulder course.

   Ensure that the material does not contain delivery unit washout material.

2. Gradation
   Ensure that the finished product meets the quality and gradation requirements of Subsection 0815.2.04 for Group II aggregates, except that the aggregate will be recycled concrete.
   Ensure that the finished product is free of foreign materials such as asphaltic concrete, steel reinforcement, clay balls, soils, epoxy expansion material, and miscellaneous paving materials.

B. Fabrication (Omitted)

C. Acceptance

Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gradation</td>
<td>AASHTO T 27</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>GDT 63</td>
</tr>
</tbody>
</table>

Submittals:
Gradation test result shall be submitted in 14 days, from request.
833.1 General Description
This section includes the requirements for joint fillers and sealers, as follows:

<table>
<thead>
<tr>
<th>Joint Sealers</th>
<th>Joint Fillers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot-poured</td>
<td>Preformed</td>
</tr>
<tr>
<td>Preformed elastic</td>
<td>Preformed foam</td>
</tr>
<tr>
<td>Silicone sealant and bond breaker</td>
<td>Water-blown urethane</td>
</tr>
<tr>
<td>For bridge decks:</td>
<td>Elastomeric polymer type joint compound</td>
</tr>
<tr>
<td>Neoprene</td>
<td></td>
</tr>
<tr>
<td>Ethylene propylene diene monomer</td>
<td></td>
</tr>
<tr>
<td>For inductive loops:</td>
<td></td>
</tr>
<tr>
<td>Polyurethane sealant</td>
<td></td>
</tr>
</tbody>
</table>

833.1.01 Related References
A. Standard Specifications
   Section 106--Control of Materials
   Section 461--Sealing Roadway and Bridge Joints and Cracks
B. Referenced Documents

<table>
<thead>
<tr>
<th>AASHTO</th>
<th>ASTM</th>
</tr>
</thead>
<tbody>
<tr>
<td>M 153</td>
<td>C 679</td>
</tr>
<tr>
<td>M 213</td>
<td>C 793</td>
</tr>
<tr>
<td>M 220</td>
<td>C 1016</td>
</tr>
<tr>
<td>T 42</td>
<td>D 412</td>
</tr>
</tbody>
</table>

GDT 15
GDT 47
GDT 62
GDT 70
GDT 106
QPL 20
QPL 65
QPL 75

833.2 Materials
833.2.01 Preformed Joint Filler (Omitted)
833.2.02 Hot-Poured Joint Sealers (Omitted)
833.2.03 Elastomeric Polymer Type Joint Compound (Omitted)
833.2.04 Preformed Elastic Joint Sealer (Omitted)
833.2.05 Water-Blown Urethane Joint Filler (Omitted)
833.2.06 Silicone Sealants and Bond Breakers
Section 833—Joint Fillers and Sealers

Prepare and install silicone and bond breakers according to Section 461.

A. Requirements

1. Silicone

Furnish silicone sealant in a one-part or two part silicone formulation. Use sealant that is compatible with the surface to which it is applied. Do not use acid-cure sealants on Portland cement concrete.

a. Use silicone that meets the physical requirements in Table 1. For a list of silicone joint sealant sources, please see OFL 66. Identify silicones as the following types:

1) Type A—A one part, low modulus, non-sag silicone. Used to seal horizontal and vertical joints in Portland cement concrete pavements and bridges. Tooling is required.

2) Type B—A one part, very low modulus, self-leveling silicone. Used to seal horizontal joints in Portland cement concrete pavements and bridges. Tooling is not normally required.

3) Type C—A one part, ultra-low modulus, self-leveling silicone. Used to seal horizontal joints in Portland cement concrete pavements and bridges and joints between Portland cement concrete pavement and asphaltic concrete shoulders. Tooling is not normally required.

4) Type D—A two part, ultra low modulus, self-leveling, rapid cure silicone. Used to seal horizontal joints in Portland cement concrete pavements and bridges and joints between Portland cement concrete pavement and asphaltic concrete shoulders. Tooling is not required.

Use sealant that is compatible with the surface to which it is applied. Do not use acid-cure sealants on Portland cement concrete.

Use silicone that meets the following physical requirements:

<table>
<thead>
<tr>
<th>Table 1—Physical Requirements for Silicone Sealants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type Silicone</td>
</tr>
<tr>
<td>Tensile Stress at 150% Strain, Max. psi (kPa) (Note 1)</td>
</tr>
<tr>
<td>Durometer Hardness, Shore [0°F and 77°F ± 1°F (-18°C and 25°C ± 1°C)] (Note 1)</td>
</tr>
<tr>
<td>Bond to Concrete Mortar, Min. psi (kPa) (Note 1) (Note 2)</td>
</tr>
<tr>
<td>Tack Free Time (Skin-over) (Max. Minutes) (Note 2)</td>
</tr>
<tr>
<td>Extrusion Rate (Min. Grams/Minute) (Note 4)</td>
</tr>
<tr>
<td>Non-volatile (Min. %)</td>
</tr>
<tr>
<td>Specific Gravity</td>
</tr>
<tr>
<td>Shelf Life (from date of shipment)</td>
</tr>
<tr>
<td>Movement Capability &amp; Adhesion (Note 1)</td>
</tr>
<tr>
<td>Ozone and U.V. Resistance (Note 1)</td>
</tr>
</tbody>
</table>

Note 1: The cure time for these specimens shall be 21 days for Type A and 28 days for Type B, C and D. Specimens shall be cured at 77°F ± 3°F (25°C ± 2°C) and 50±5% relative humidity.

Note 2: At conditions of 77°F ± 3°F (25°C ± 2°C) and 50±5% relative humidity.

Note 3: Type C and D silicone shall also meet its bond strength requirement to asphalt concrete.

Note 4: Type D extrusion rate shall be within the range specified.
Section 833—Joint Fillers and Sealers

Bond Breakers:
Bond breakers shall be chemically inert and resistant to oils, gasoline, solvents, and primer, if one is required. Install silicone sealants over a bond breaker to prevent the sealant from bonding to the bottom of the joint.

a. Use bond breakers that are chemically inert and resistant to oils, gasoline, solvents, and primer, if one is required.

Do not use bond breaker that will stain or adhere to the sealant.

Use either a backer rod or tape bond breaker.

1) Backer Rods

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>L</td>
<td>Closed-cell, expanded polyethylene foam</td>
</tr>
<tr>
<td>M</td>
<td>Closed-cell, polyolefin foam with a closed-cell skin over an open-cell core</td>
</tr>
</tbody>
</table>

Use backer rods that meet the following physical requirements:

<table>
<thead>
<tr>
<th>Physical Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>2 lb/ft³ (30 kg/m³) min.</td>
</tr>
<tr>
<td>Tensile strength</td>
<td>25 psi (170 kPa) min.</td>
</tr>
<tr>
<td>Water absorption</td>
<td>0.02 g/cm² max.</td>
</tr>
</tbody>
</table>

2) Bond Breaking Tapes

Type N bond breaking tapes are made from extruded polyethylene with a pressure-sensitive adhesive on one side.

Bond breaking tapes may be used with all three types of silicone, but is suitable for bridge joints only.

Bond breaking tapes shall have a minimum thickness of .005 in (0.13 mm).

Joint Sealant Certification
Submit a certification that verifies the sealant meets all the test requirements of this Specification, except the Bond to Concrete Mortar and Shore Durometer Hardness at 0 °F (-18 °C).

B. Fabrication
Prepare and install silicone and bond breakers according to Section 461.

C. Acceptance

1. Silicone
Test the silicone as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile stress</td>
<td>ASTM D 412 (die C)</td>
</tr>
<tr>
<td>Durometer hardness</td>
<td>ASTM D 2240</td>
</tr>
<tr>
<td>Bond to concrete mortar</td>
<td>GDT 106</td>
</tr>
<tr>
<td>Tack free time (skin-over)</td>
<td>GDT 106*</td>
</tr>
<tr>
<td>Extrusion rate</td>
<td>GDT 106</td>
</tr>
<tr>
<td>Non-volatile</td>
<td>GDT 106</td>
</tr>
<tr>
<td>Specific gravity</td>
<td>ASTM D 792 (Method A)</td>
</tr>
<tr>
<td>Movement capability and adhesion</td>
<td>GDT 108</td>
</tr>
<tr>
<td>Ozone and UV resistance</td>
<td>ASTM C 793</td>
</tr>
</tbody>
</table>

*In cases of dispute, use ASTM C 679 as a referee test.
Bond Breakers

Test the bond breaker backer rods as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>ASTM D 1622</td>
</tr>
<tr>
<td>Tensile strength</td>
<td>ASTM D 1623</td>
</tr>
<tr>
<td>Water absorption</td>
<td>ASTM C 1016</td>
</tr>
</tbody>
</table>

Department Responsibility

The Department will reject any sealant or bond breaker that is approved, yet fails in actual use.

D. Materials Warranty (Omitted)

833.2.06 Ethylene Propylene Diene Monomer for Bridge Deck Joint Seals (Omitted)
833.2.09 Polyurethane Sealant for Inductive Loops (Omitted)
833.2.10 Preformed Foam Joint Filler (Omitted)
Section 3000
Technical Specification
Stamped Concrete Paving

PART 1 - GENERAL

Existing brick section of street will be removed and replaced with stamped concrete as per detail. On Orange Terrace excavation shall be approximately 18” deep to remove existing railroad cross ties under the bricks. Backfill excavated area with GABC and color concrete as per detail. The existing 6” wide concrete bands shall be removed and replaced. All excavated area shall be backfilled with a minimum of 8” of compacted GABC. All patches smaller than 100 S.F. shall be repaired by replacing with bricks per drawing detail.

DISPOSAL

All salvageable bricks shall be saved and reused at smaller patches. All concrete and other debris resulting from the repair works shall be removed from the site and disposed of at location(s) of the Contractor’s selection. The Contractor is responsible for complying with all local, state, and federal regulations pertaining to the disposal of such waste.

1.1 SUMMARY

A. Section includes:
   1. Dry-shake colored hardener applied to exterior concrete paving surfaces as indicated on Drawings.
   2. Stamping concrete patterns with special imprinting tools.
   3. Curing of colored and imprinted concrete.

B. Related Sections:
   1. “Joint Sealants” for sealant installed in paving joints. Refer to the specification.
   2. “Graded Aggregate Base Course (GABC). Refer to the specification.

1.2. SUBMITTALS

A. Product Data: For the following products: Provide the manufacturing’s data.
   1. Dry-shake colored hardener.
   2. Antiquing release agent.
   3. Liquid release agent.
4. Imprinting/Texturing tools.
5. Curing compound and sealer.
6. Alternative coloring material (optional)

B. Design Mixes: For each type of concrete.

C. Samples for Initial Selection: Manufacturer's color charts showing full range of colors available.

D. Qualification Data: For manufacturer and Installer.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 10 years of documented experience producing the specified products.

B. Installer Qualifications: Minimum 5 years of documented experience with work of similar scope and complexity required by this Project and acceptable to, or certified by, stamped concrete paving manufacturer.

C. Material Source: Obtain each specified material from the same source.

D. Notification: Give a minimum 7 calendar days' notice to manufacturer's authorized field representative before date established for commencement of work.

B. Stamped Concrete Paving Mockups:

1. Construct a 10 foot by 4 foot mockup at location selected by Engineer.
2. Provide individual mockups for each color and pattern required.
3. Construct mockup using materials, processes, and techniques required for the work, including curing procedures. Incorporate representative control, construction, and expansion joints according to Project requirements. Installer for the work to construct mockup.
4. Notify Engineer a minimum of seven calendar days in advance of the date scheduled for each mockup construction.
5. Obtain the Engineer acceptance of each mockup prior to commencement of the work.
6. Each mockup to remain until completion of the work to serve as a quality control standard for the work. Provide suitable protections to preclude damage to mockup.
7. Demolish and remove each mockup from site when directed.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver products in original factory unopened, undamaged packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable.
B. Store products in a location protected from damage, construction activity, and adverse environmental conditions according to manufacturer's current recommendations.

1. Imprinting tools must be stored flat, textured face up, with no objects resting on top.

C. Handle products according to manufacturer's printed instructions.

1.5 PROJECT CONDITIONS

A. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.

B. Do not place concrete if rain, frost, or snow is forecast within 24 hours of placement. Protect fresh concrete from moisture and freezing conditions.

1.6 PREINSTALLATION CONFERENCE

A. Seven calendar days prior to scheduled date of concrete placement, conduct a meeting at Project site to discuss requirements, including application methods. Attendees to include Engineer, Contractor, Installer, concrete supplier, and manufacturer's authorized field representative.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Basis of Design: Provide products manufactured by approved company.

2.2 MATERIALS

A. Dry-Shake Colored Hardener: Cementitious material containing special hard aggregates, formulated as a high opacity color hardening material for the top surface of freshly place concrete substrates. Highly UV-resistant. Factory proportioned, mixed and packaged, ready-to-use. Comply with ASTM C 979.

1. Colors: Match existing bricks.
2. Imprinting Tools: System of matched tools for imparting textures and patterns into freshly placed concrete surfaces.
3. Patterns: Match existing bricks pattern.

B. Liquid Release Agent: Colorless, scented liquid formulated to break the bond between imprinting tools and surface of color-hardened concrete. Evaporates completely, leaving no residue.
C. **Waterborne Curing Compound and Sealer:** Low Volatile organic compounds (VOCs) waterborne modified acrylic formulation. Complies with ASTM C 309.

D. **Alternative coloring material** will be considered by the Engineer provided it performs in an equivalent manner to the specified material.

### 2.3 CONCRETE MIX DESIGN

Aggregates shall conform to the requirements of Ga. DOT Material Specification 815.2.01 unless otherwise specified. The grading of coarse aggregates shall be as specified in this section, shown on the drawings, or as specified by the manufacturer of a proprietary repair material.

Portland cement shall conform to the requirements of Ga. DOT Supplemental Specification Section 830 for the specified type. Only one brand of any type of cement shall be used in any single repair.

Water used in mixing and curing of the concrete repair shall be clean and free from injurious amounts of oil, salt, acid, alkali, organic matter or other deleterious substances.

**Fly Ash** shall conform to the requirements of Ga. DOT Subsection 430.3.6. “Quality Acceptance”.

**Air-entraining admixtures:** If air-entraining cement is used, any additional air-entraining admixture shall be the same type as that in the cement.

**Chemical admixtures** for water-reducing, retarding, or water-reducing and retarding shall conform to the requirements of ASTM C 494 Material Specification 533.

Curing compound shall conform to the requirements of Ga. DOT Standard Specification Section 832.

Proprietary concrete repair materials shall be subject to review and approval of the Engineer prior to use. The material shall meet all specified salient features for repair materials and not react detrimentally with the existing concrete or associated member of the structure being repaired.

Replacement concrete repair materials shall be a material that consists essentially of a binding medium of portland cement and water that will meet all the specified salient
features for repair materials and not react detrimentally with the existing concrete or associated members of the structure being repaired. This may be, but is not limited to, a conventional concrete mix with or without admixtures, shotcrete, pre-placed aggregate concrete, or grout. Concrete shall have a 3-day compressive strength of 4000 psi or greater when tested according to ASTM C 39, unless otherwise specified. We require a minimum of one cylinder test for every 100 cubic yards of pouring.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

A. The sub-grade for brick pavement shall be formed by excavating to the required depth, and shaped to the proper cross section, and shall be thoroughly compacted to 95% dry density by rolling or tamping. All soft and spongy places shall be removed and all depressions filled with suitable material which shall be thoroughly compacted in layers not exceeding six (6) inches in thickness. Where tree roots are encountered, they shall be removed to a depth of one foot. Verify grading will ensure a uniform concrete thickness during concrete placement.

B. At the time of concrete placement, sub-grade must be moist, completely consolidated, and free from frost. If necessary, sub-grade may be dampened with water prior to placement; however, freestanding water or soft, muddy, or frozen ground in not permissible.

3.2 CONCRETE PLACEMENT

A. General: Place and spread concrete to completely fill all space inside forms. Move concrete into place with square-tipped shovels or concrete rakes.

B. Consolidate concrete by tamping or vibrating to provide a suitable surface for finishing.

C. Prior to appearance of excess moisture or bleed water, screed concrete with wood or magnesium straight edge or mechanical vibrating screed.

D. Continue concrete surface leveling and consolidation with highway magnesium straight edge and (or) magnesium bull float.

E. Mechanically float concrete surfaces to required flatness and levelness as soon as concrete surface has taken its initial set and will support weight of a power float machine equipped with float shoes or combination blades and operator.

1. Comply with ACI 302.1R for acceptable tolerances.

F. Completed concrete placement to result in an open surface suitable to receive colored hardener.
3.3 STAMPED CONCRETE PAVING INSTALLATION

A. Furnish and install plant mixed color concrete as per detail.
B. Do not add water to the surface.
C. Begin imprinting operations as soon as possible.

3.4 SEALING

A. Prior to sealing, the following conditions must be present:
   1. Release agent has been removed.
   2. Moisture content of concrete is low enough that alkali and other salts do not
      become trapped beneath sealer. This will require a minimum of 28 days
      subsequent to concrete placement, or longer if required.
   3. No evidence of free water on concrete surfaces to receive curing and scaling
      compound.
B. Seal imprinted concrete with liquid membrane curing and sealing compounds as
   recommended by manufacturer.
C. Apply two coats of specified curing and sealing compound according to manufacturer’s
   written instructions.

3.5 PROTECTION OF FINISHED WORK

A. Prohibit foot or vehicular traffic on the newly imprinted concrete surface for 24 hours.

3.6 SCHEDULE

Refer to contract and details for locations of stamped concrete paving applications.

3.7 MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, concrete
repair area will be determined by measuring the surfaces treated and computing the area
to the nearest 0.1 square foot.

The following applies to all methods of measurement and payment:

Payment for concrete repair will be made at the contract unit price for the item. The
payment for repair will constitute full compensation for all labor, materials, equipment,
transportation, tools, forms, false-work, bracing, traffic control, testing and all other items necessary and incidental to the completion of the repair work.

Repair materials required to fill voids outside the neat lines or pay limits not directed or approved by the Engineer and resulting from excessive removal by the Contractor, damages caused by the Contractor activities, or improper construction operations as determined by the Contracting Officer will not be measured nor paid for under this item.

**Submittals**

<table>
<thead>
<tr>
<th>Para#</th>
<th>Description</th>
<th>Date Required</th>
<th>Inspector Check Mark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Product Data</td>
<td>7 days prior</td>
<td></td>
</tr>
<tr>
<td>1.3 B</td>
<td>Mock up sample</td>
<td>2 days prior</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Concrete Cylinder tests</td>
<td>at the time of placing concrete</td>
<td></td>
</tr>
<tr>
<td>3.1 A</td>
<td>Compaction Tests</td>
<td>prior to placing concrete</td>
<td></td>
</tr>
</tbody>
</table>
Sawed Contraction Joint

Transverse Expansion Joint

Detail A. Typical Brick Patch Detail

Detail B. Typical Patch Detail

Plan View

Section View
General Notes:

1. The contractor shall verify all utility locations prior to construction, by calling the Utility Protection Center.

2. The contractor shall be responsible for furnishing all labor, material, equipment and incidental items needed to provide adequate construction signings, barricades, traffic control devices and other related items for the project area, during the construction period.

3. The contractor shall provide reasonable access to residential, commercial and public properties in the project area. During construction, traffic may be restricted to local traffic, only with approval of the Traffic Engineer.

4. Any surplus excavation shall become the property of the contractor, and disposal shall be the contractor's responsibility at no additional cost.

5. All work shall be done according to the specifications.

6. Contractor shall be paid at unit bid prices only.

7. As time is of the essence the contractor agrees to begin work promptly and keep work in progress until completion of said contract.

8. The contractor shall obtain permission for all storage on private property. Materials stored on the city right-of-way must be permitted by the appropriate authority.

9. Macon-Bibb reserves the right to require compaction and thickness testing. Testing shall be provided by the contractor, using an approved commercial testing laboratory.

10. The actual quantities may vary. Unit price bid remains the same.

11. All removed bricks shall be saved and reused for smaller patchwork.
## Brick Streets in Need of Repair
LMIG/SPLOST 2015

<table>
<thead>
<tr>
<th>No.</th>
<th>Street Name</th>
<th>From:</th>
<th>To:</th>
<th>Patch size: S.Y.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dures Lane</td>
<td>College St.</td>
<td>Orange St.</td>
<td>18.0</td>
</tr>
<tr>
<td>2</td>
<td>High Pl.*</td>
<td>High St.</td>
<td>High St.</td>
<td>123.0</td>
</tr>
<tr>
<td>3</td>
<td>High St.*</td>
<td>Forsyth St.</td>
<td>High St.</td>
<td>313.0</td>
</tr>
<tr>
<td>4</td>
<td>High St.</td>
<td>New St.</td>
<td>Orange St.</td>
<td>52.0</td>
</tr>
<tr>
<td>5</td>
<td>Orange St.</td>
<td>Georgia Ave.</td>
<td>Bond St.</td>
<td>66.0</td>
</tr>
<tr>
<td>6</td>
<td>Orange St.</td>
<td>Forsyth St.</td>
<td>Washington Ave.</td>
<td>26.0</td>
</tr>
<tr>
<td>7</td>
<td>Orange St.</td>
<td>Rose Park</td>
<td>Columbus St.</td>
<td>22.0</td>
</tr>
<tr>
<td>8</td>
<td>Orange Ter.</td>
<td>Park Place</td>
<td>New St.</td>
<td>1,178.0</td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>1,798.0</td>
</tr>
</tbody>
</table>

Note: * Water main must be inspected and repaired by the MWA, prior to street repair.
Tuesday, April 21, 2015
Regular Commission Meeting
Tuesday, April 21, 2015
MACON-BIBB COUNTY REGULAR COMMISSION MEETING

6:00 P.M.
Commission Chamber
Government Center
700 Poplar Street
Macon, GA

1. CALL TO ORDER

Subject A. Mayor Robert A. B. Reichert
Meeting Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 1. CALL TO ORDER
Access Public
Type

2. PRAYER

Subject A. Pastor James Capers of Bethel of CME Church
Meeting Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 2. PRAYER
Access Public
Type Recognition

3. PLEDGE OF ALLEGIANCE

Subject A. The Pledge of Allegiance to be led by GCAPS Students Caroline Anderson of Mount de Sales Academy and Hitanshi Mehta of Howard High School
Meeting Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 3. PLEDGE OF ALLEGIANCE
Access Public
Type Recognition

4. APPROVAL OF MINUTES

Subject A. Pre-Commission Meeting held April 7, 2015
Meeting Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 4. APPROVAL OF MINUTES
Access Public
5. INVITED GUESTS

Subject: A. Presentation of Proclamation in recognition of April 2015 as "District 14 Toastmasters Month"
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 5. INVITED GUESTS
Access: Public
Type: Presentation, Recognition

Subject: B. Presentation of Proclamation in recognition of April 22, 2015 as "Earth Day"
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 5. INVITED GUESTS
Access: Public
Type: Presentation, Recognition

Subject: C. Presentation of Proclamation in recognition of April 28, 2015 as "Workers Memorial Day"
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 5. INVITED GUESTS
Access: Public
Type: Presentation, Recognition

6. PUBLIC COMMENTS ON AGENDA ITEMS
7. REPORTS FROM COMMITTEES

Subject: A. Operations and Finance Committee
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: B. Economic and Community Development Committee
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Subject: C. Public Safety Committee
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: D. Facilities and Engineering Committee
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

8. CONSENT AGENDA

Subject: A. New Alcoholic Beverage License for Kudzu Catering d/b/a Kudzu Seafood Company located at 470 Third Street, Macon, GA 31201
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 8. CONSENT AGENDA
Access: Public
Type: Action (Consent)
Recommended Action: Commission Approval

File Attachments
Kudzu Seafood Company.pdf (330 KB)

9. OLD BUSINESS

Subject: A. A Resolution authorizing Macon-Bibb County to enter into Intergovernmental Contracts with the Macon-Bibb County Urban Development Authority and the Macon-Bibb County Industrial Authority and to take further actions as are necessary for the issuance of approximately $12,500,000 in aggregate principal amount of Macon-Bibb County Urban Development Authority Taxable Refunding and Improvement Revenue Bonds Series 2015A, approximately $7,000,000 in aggregate principal amount of Macon-Bibb County Urban Development Authority Refunding and Improvement Revenue Bonds, Series 2015B, and approximately $8,800,000 in aggregate principal amount of Macon-Bibb County Industrial Authority Refunding Revenue Bonds (Bass Pro and Sofkee Park Projects), Series 2015
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Subject

B. A Resolution to authorize the Mayor to enter into an agreement with Georgia College and State University for the lease of parking spaces at the Mulberry Street Parking Garage at a rate of $350.00 per month

Meeting

Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category

9. OLD BUSINESS

Access

Public

Type

Action

Recommended Action

The Operations and Finance Committee recommends approval.

SPONSORED BY: MAYOR ROBERTA B. REICHERT

File Attachments

Res Committee Amendment 2015 Reichert Authorizing Bond Issuance UDA IA.pdf (875 KB)

Subject

C. A Resolution authorizing the Mayor to execute an agreement with Womack Paving, Inc. for the amount of $1,408,192.75 to perform asphalt overlay work of various streets and roads in Macon-Bibb County

Meeting

Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category

9. OLD BUSINESS

Access

Public

Type

Action

Recommended Action

The Operations and Finance Committee recommends approval.

SPONSORED BY: MAYOR ROBERTA B. REICHERT

File Attachments

Res Agrmt GA College State College Mulberry Parking $350.00 mo.pdf (588 KB)

Res Agrmt with Womack Paving $1408192.75 asphalt overlay (Part 1).pdf (4,346 KB)

Res Agrmt with Womack Paving $1408192.75 asphalt overlay (part 2).pdf (3,164 KB)

Subject

D. A Resolution authorizing the Mayor to execute an agreement with Central Georgia Power Sports, LLC for the lease of a portion of Sandy Beach at Lake Tobsoskee to be used for Jet-Ski and Paddle Boat rentals at the monthly rate of $350.00 ($4,200.00 per year) for sixty months with form of said lease to be approved by the County Attorney's Office
Subject: E. A Resolution authorizing the Mayor to execute an agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Office for the operation of an Agricultural Extension Education Program in Macon-Bibb County

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

Sponsored by: MAYOR ROBERT A. B. REICHERT

File Attachments

- Res_Central_GA_Sports_Jet_Ski_Tobesofkee_$350_00_mo.pdf (1,314 KB)

Subject: F. A Resolution authorizing the Mayor to execute an agreement with NAFECO in the amount of $80,370 to provide various turnout gear clothing for use by the Macon-Bibb County Fire Department

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

Sponsored by: MAYOR ROBERT A. B. REICHERT

File Attachments

- Res_Agrmt_Board_of_Regents_Agriculture_Extension.pdf (467 KB)

- Res_Agrmt_with_Nafeco_for_Turnout_Gear_Fire_Dept_$80370_00.pdf (2,603 KB)
Subject: G. A Resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Warren Associates, Inc., for construction Management-At-Risk Services for the partial building renovation of the Bibb County Court House for approximately 2% of the budgeted amount plus pre-construction fee, not to exceed $47,500.00 to be paid from SPLOST Funds

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Res Agrmt with Warren Associates for Courthouse (Part3).pdf (8,775 KB)

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Subject: H. A Resolution to support a Request for Proposals be issued requesting a Feasibility Study be conducted to determine the economic impact of obtaining a professionally affiliated Minor League Baseball Team in Macon, Georgia

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Economic and Community Development Committee recommends approval.

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Res Feasibility Study Minor League Baseball.pdf (194 KB)

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Subject: I. A Resolution supporting the development and funding of a Master Plan to renovate and update the Pio Nono Avenue Business Corridor District

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Economic and Community Development Committee recommends approval.

SPONSORED BY: COMMISSIONER VIRGIL WATKINS, JR.

File Attachments
Res Renovate and Update Pio NoNo Business Corridor Dist .pdf (1,191 KB)
Subject: J. A Resolution appointing Michael M. Kaplan as the fifth member of the Bibb County Board of Elections from a list of nominees provided by the Partisan Appointees of the Board
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Committee of the Whole recommends approval.
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
- Res Appoint Michael Kaplan to BOE.pdf (130 KB)

Subject: K. An Ordinance amending Article VI of Chapter 2 of the Code of Ordinances of Macon-Bibb County, Georgia to create and establish a Pedestrian Fatality Review Board
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Public Safety Committee recommends approval.
SPONSORED BY: COMMISSIONER ELAINE LUCAS

File Attachments
- Ordinance Committee Amendment Pedestrian Fatality.pdf (490 KB)

Subject: L. A Resolution authorizing the Mayor to grant an encroachment totaling 940.07 square feet for property located at 745 Cherry Street to RDG Ventures LLC for the Fair Market Value of $10,340.77
Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Facilities and Engineering Committee recommends approval.
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Subject: M. A Resolution authorizing the Mayor to execute an agreement with Glasson Enterprises LLC in the amount of $368,737 to perform brick repair work of various streets and roads in Macon-Bibb County

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Pending approval by the Committee of the Whole

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Res Agrmt with Glasson for Brick Repair on streets $368737 00 (part 1).pdf (4.644 KB)
Res Agrmt with Glasson for Brick Repair to streets $368737 00 (part 2).pdf (4.186 KB)

Subject: N. A Resolution to amend the Macon-Bibb County Pension Plan of 1968 to provide for a Limited Early Retirement Incentive

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Commission Approval

File Attachments
Res Amend Pension Plan 1968 Limited Early Retirement.pdf (438 KB)

Subject: O. An Ordinance to amend the Macon-Bibb County Fire and Police Employees' Retirement System, (1969 GA. Laws, Page 2801), to provide for a Limited Early Retirement Incentive

Meeting: Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Commission Approval

File Attachments
Ord Amend FirePolice Limited Early Retirement Incentive.pdf (399 KB)
10. NEW BUSINESS

Subject  A. A Resolution to support Tindall Partners I, L.P. and its application for Low Income Housing Tax Credits to develop the Tindall Seniors Towers property located at 985 Plant Street in Macon-Bibb County

Meeting  Apr 21, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category  10. NEW BUSINESS

Access  Public

Type  Action

Recommended Action  Refer to Economic and Community Development Committee

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments

- Res Support Tindall Partners Housing Tax Credits.pdf (164 KB)
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
April 7, 2015 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on April 7, 2015 at 6:00 P.M. in the Commission Chamber at Government Center.

**Commission Members Present:**

Mayor Robert A.B. Reichert
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Mallory Jones

Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

**Commission Members Absent:**

Mayor Pro Tem Bert Bivins, III

**Staff Present:**

Dale Walker – County Manager
Judd Drake - County Attorney
Crystal Jones – Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Chris Floore – Asst. to Co. Mgr. Public Affairs
Keith Moffett – Director of E-911 Center
Wanzina Jackson – Manager ECDD
Charlotte Woody – Asst. Dir. of Community Development

Steve Layson – Asst. Co. Mgr. (Infrastructure)
Charles Coney – Asst. Co. Mgr. (Operations)
Jean S. Howard – Clerk of Commission
Janice Ross – Assistant Clerk of Commission
Kevin Barrere – Public Affairs
Trie McComb – Public Affairs
Karen Durham – E-911 Center
Yvonne Vicks – E-911 Center
Terry Bizzell – Municipal Court Clerk
Kevin Barkley – Director of Solid Waste

**Guests in Attendance**

June Parker, Executive Director - Macon Housing Authority
Debbie Vance – Pres. GA Chapter Assoc. Public Communication Officers
Sarah Hunt
Craig Ross
Alfreda Lockett
Bud Fletcher
Dr. Lindsay Holliday

**News Media Present**

Jim Gaines – The Telegraph
Anita Oh – 13 WMAZ
Malcolm Johnson – WGXA FOX 24
Ron Wildman – 58 WPGA
CALL TO ORDER

The meeting was called to order by Mayor Robert A. B. Reichert.

PRAYER

The prayer was rendered by Commissioner Larry Schlesinger

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Robert A. B. Reichert

APPROVAL OF MINUTES

A. Pre-Commission Meeting on March 17, 2015
B. Regular Commission Meeting on March 17, 2015

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Scotty Shepherd, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on March 17, 2015 were approved as presented.

Unanimous approval by Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman

INVITED GUESTS

E-911 Center Director Keith Moffett along with other staff members were presented the Georgia 911 Center of the Year Award from the Georgia Association of Public Safety Communications Officers and the Georgia Chapter of National Emergency Number Association by Ms. Debbie Vance President of the Georgia Chapter and Mayor Reichert.

Janice Ross, Assistant Clerk of the Bibb Commission, was recognized and presented the United Way, first ever, Lt. Randy Parker Memorial Volunteer of the Year Award by Mayor Reichert. It was noted that Ms. Ross was the first recipient of the award which was created to recognize an Outstanding United Way Coordinator. The award was named in honor of Macon-Bibb Firefighter, Lt. Randy Parker, who heroically gave his life in the line of duty and previously served as a United Way Loaned Executive. Under the leadership of Ms. Ross, who served as the Macon-Bibb United Way Campaign Coordinator for 2014, Macon-Bibb County employees pledged over $60,000, nearly doubling its contributions to United Way over the previous year.

Wanzina Jackson and Charlotte Woody were presented a Proclamation by Mayor Reichert in recognition of National Community Development Block Grant Week of the Economic and Community Development Department. Several sub-recipient were in attendance and spoke on the need and benefit of the Community Development Block Grant Funds to their agencies -- Reggie Bell-Homefirst, June O'Neal-Mentors Project, Cathy Snook-Boys and Girls Club, Charles Hines-Leaves and Fishes, Sister Roberta Treppa and Jeff Nicklas-Family Advance Ministries, Frank Mack and James Davis-Family Counseling Center, Debra Rollins-Rebuilding
Macon, Dee Simms and Suzanne Palmer-Crisis Line and Safe House, Sarita Hill and staff- 
Economic Opportunity Council, and Gwana Cabiness-River Edge.

PUBLIC COMMENTS ON AGENDA ITEMS

Mr. Robert Curry spoke on the Filmore Thomas Park Development Plans, and the Log Cabin 
Road SPLOST.

Mr. Merritt Thomas, Jr. spoke on the Resolution approving the Designs and Renovations for the 
Filmore Thomas Recreation Area.

Mr. Harold Thomas, son of the late Mr. Filmore Thomas, thanked the Mayor and 
Commissioners for their efforts in making the Filmore Thomas Recreation Area a reality. He 
stated this had been an ongoing effort by his father and others to bring recreation to the citizens 
of the Bellevue community.

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chair Gary Bechtel reported that the Operations and Finance 
Committee met on Tuesday, March 24, 2015 considered and/or approved the following:

- An agreement to purchase roll off/on truck body with hoist from Middle Georgia 
  Freightliner in the amount of $141,555.00

- An agreement with Dmaero, LLC for the lease of office space at 2168 Flight Line 
  Blvd. located at the Middle Georgia Regional Airport for $4,000 per month on a 
  month to month basis

- An agreement with Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia 
  Freightliner – Isuzu, for the purchase of a 2015 Sewer Vac Truck (2015 114SD 
  Freightliner with combination sewer cleaner) for use by the Public Works 
  Department in the amount of $307,500.00 to be paid from budgeted funds

- A Resolution authorizing the exchange of property owned by Macon-Bibb County 
  located at 1283 Adams St. for properties owned by the Corporation of Mercer 
  University located at 1470 Telfair St., 1217 Second St., 1239 Second St., 806-
  818 Edgewood Ave., 834 Edgewood Ave., and 606 Hazel St. in Macon-Bibb 
  County, GA pursuant to the requirements of the Macon-Bibb County Code of 
  Ordinances 19-12 and O.C.G.A. 36-37-6(C); and providing that an additional 
  $712,000 in SPLOST Project Funds be allocated to the new Senior Center 
  SPLOST Project from the Second St. Corridor SPLOST Project

- A Resolution to approve the selection of Elite Flooring Contractors, Inc. as the 
  supplier of flooring for the Middle Georgia Regional Commission in the amount of
authorize the Mayor to execute the purchase agreement to be paid from Middle Georgia Regional Commission budget funds

- A Resolution to support a Request for Proposals be issued regarding a Naming Rights Partner for the Macon Centreplex and the Macon City Auditorium

- A Resolution authorizing the acceptance of the Georgia County Internship Program (GCIP) Grant in the amount of $4,000 awarded from the ACCG Civic Affairs Foundation to the Public Defender’s Office

- An Ordinance to appropriate $377,000 from Fund Balance to Noble Management Group for operation of Macon Coliseum and Auditorium

**Economic and Community Development Committee**

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, March 24, 2015 and considered and/or approved the following:

- The Resolution to recognize the month of April 2015 as “Safe Digging Month”

- The Resolution to approving the design features and renovation plans for the Filmore Thomas Recreation Area

- The Committee approved the reduction of the annual fee of twenty dollars ($20.00) charged to Seniors for the use and enjoyment of the Macon-Bibb County Senior Center to ten dollars ($10.00), and the reduction of the fee for golf cart rental at Bowden Golf Course by four dollars ($4.00) for Seniors on Tuesdays.

- The Committee heard an update on Blight and the new Senior Citizens Center

**Public Safety Committee**

Committee Vice-Chairman Virgil Watkins, Jr. reported that the Public Safety Committee met on Tuesday, March 24, 2015 and considered and/or approved the following:

- The Committee authorized the County Attorney to draft a Resolution to be presented at the next meeting in regards to forming a committee to deal with the problem of traffic fatalities

**Facilities and Engineering Committee**

- No Report
Mercer Scholarship Ad Hoc Committee

- Commissioner Elaine Lucas reported the Mercer Scholarship Ad Hoc Committee met on March 31, 2015 and selected the following students to receive the $2,000 scholarship award to attend Mercer University for the 2015-2016 school term:

  John Abernathy – Mercer University
  Hiba Yocout – Mercer University
  Callie Wilson – Mercer University
  Kyle Allen – Mercer University
  Runyu Cai – Mt. de Sales Academy
  Simeon Cullens – Central High School
  Sarah Turner – Central High School
  Spenser Williams – Stratford Academy
  Cle’Nesha Anderson – Mercer University
  Andrew Robinson – Mercer University
  Clifford Kleckley – Mercer University
  Madalyn Amman - First Presbyterian Day School
  Ellen Cape – Howard High School
  Jerel Harris – Rutland High School
  Samantha Van Aken – Howard High School

Alternates Selected – Hiyam Yacout and Oluwatoyin Olagunju of Central High School, and Anna Jones of Howard High School

CONSENT AGENDA

A. A new Alcoholic Beverage License for Satsank Shubodh LLC d/b/a Bi-Lo Mart located at 2510 Pio Nono Avenue, Macon, GA 31206

B. A new Alcoholic Beverage License for Jay Lakshmimaa d/b/a R & D Food Mart #2 located at 36 Spring Street, Macon, GA 31201

ACTION:


OLD BUSINESS

A. A Resolution authorizing the Mayor to execute an agreement for the purchase of Roll Off/On truck body with Hoist from Middle Georgia Freightliners in the amount of $141,555

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the purchase of a roll off/on truck body with hoist from Middle Georgia Freightliner in the amount of $141,555.00; and for other purposes.

ACTION:


April 7, 2015
Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

B. A Resolution authorizing the Mayor to execute an agreement with Dmaero, LLC for the lease of office space at 2168 Flight Line Blvd. located at Middle GA Regional Airport in the amount of $4,000 per month on a month-to-month basis

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Dmaero, LLC for the lease of office space at 2168 Flight Line Blvd located at the Middle Georgia Regional Airport in the amount of $4,000.00 per month on a month to month basis; and for other purposes.

**ACTION:**

- Approval by Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Virgil Watkins, Jr., and Al Tillman

C. A Resolution authorizing the Mayor to execute an agreement with Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia Freightliner - Isuzu, for the purchase of a 2015 Sewer Vac Truck 2015 114SD Freightliner with combination sewer cleaner for use by the Public Works Department in the amount of $307,500, to be paid from budgeted funds

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorizing the Mayor to execute an agreement with Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia Freightliner - Isuzu, for the purchase of a 2015 Sewer Vac Truck 2015 114SD Freightliner with combination sewer cleaner for use by the Public Works Department in the amount of $307,500, to be paid from budgeted funds; and for other lawful purposes.

**ACTION:**


D. A Resolution to approve the selection of Elite Flooring Contractors, Inc. as the supplier of flooring for the Middle Georgia Regional Commission in the amount of $57,899; authorize the Mayor to execute the purchase agreement to be paid from Middle Georgia Regional Commission budget funds

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to approve the selection of Elite Flooring Contractors, Inc. as the supplier of flooring for the Middle Georgia Regional Commission in the amount of $57,899; authorize the Mayor to execute the purchase agreement to be paid from Middle Georgia Regional Commission budget funds; and for other purposes.

**ACTION:**

April 7, 2015
• **Unanimous approval by Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

E. A Resolution authorizing the exchange of property owned by Macon-Bibb County located at 1283 Adams St. for properties owned by the Corporation of Mercer University located at 1470 Telfair St., 1217 Second St., 1239 Second St., 806-818 Edgewood Ave., 834 Edgewood Ave., and 606 Hazel St. in Macon-Bibb County, GA pursuant to the requirements of the Macon-Bibb County Code of Ordinances 19-12 and O.C.G.A. 36-37-6(C); and providing that an additional $712,000 in SPLOST Project Funds be allocated to the new Senior Center SPLOST Project from the Second St. Corridor SPLOST Project.

• **Clerk read by caption: A Resolution of the Mayor and Commission Bibb County Commission authorizing the exchange of property owned by Macon-Bibb County located at 1283 Adams St. for properties owned by the Corporation of Mercer University located at 1470 Telfair St., 1217 Second St., 1239 Second St., 806-818 Edgewood Ave., 834 Edgewood Ave., and 606 Hazel St. in Macon-Bibb County, GA pursuant to the requirements of the Macon-Bibb County Code of Ordinances 19-12 and O.C.G.A. 36-37-6(C); and providing that an additional $712,000 in SPLOST Project Funds be allocated to the new Senior Center SPLOST Project from the Second St. Corridor SPLOST Project; and for other purposes.**

**ACTION:**

• **Approval by Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

F. A Resolution A Resolution to support a Request for Proposals be issued regarding a Naming Rights Partner for the Macon Centreplex and the Macon City Auditorium.

• **Clerk read by caption: A Resolution of the Macon-Bibb County Commission to support a Request for Proposals be issued regarding a Naming Rights Partner for the Macon Centreplex and the Macon City Auditorium; and for other purposes.**

**ACTION:**

• **Unanimous approval by Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

G. A Resolution authorizing the acceptance of the Georgia County Internship Program (GCIP) Grant in the amount of $4,000 awarded from the ACCG Civic Affairs Foundation to the Public Defender's Office.

• **Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of the Georgia County Internship Program (GCIP)**
Grant in the amount of $4,000 awarded from the ACCG Civic Affairs Foundation to the Public Defender’s Office; and for other purposes.

**ACTION:**


H. An Ordinance to appropriate $377,000 from Fund Balance to Noble Management Group for operation of Macon Coliseum and Auditorium

- Clerk read by caption: An Ordinance of the Commission of Macon-Bibb County, Georgia to appropriate $377,000 from Fund Balance to Noble Management Group for operation of Macon Coliseum and Auditorium


- Commissioner Virgil Watkins, Jr. voted NO.

I. A Resolution to recognize the month of April 2015 as "Safe Digging Month"

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to recognize the month of April 2015 as "Safe Digging Month"; and for other purposes.

**ACTION:**


J. A Resolution approving the design features and renovation plans for the Filmore Thomas Recreation Area

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving the design features and renovation plans for the Filmore Thomas Recreation Area; and for other purposes.

**ACTION:**

- On motion by Commissioner Al Tillman, seconded by Commissioner Elaine Lucas to amend the Resolution to add that upon the opening of the Filmore Thomas Recreation Area, a bench be erected and dedicated to honor Charlie Brundage, Merritt Johnson, Jr., Juanita Lee, Ronnie Mays, Sr., Glorious Nixon, and Emma Watson for their contributions and dedication to this project, and was carried unanimously.

K. A Resolution to reduce the annual fee of twenty dollars ($20) charged to Seniors for the use and enjoyment of the Macon-Bibb County Senior Center to ten dollars

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission requesting the Governor of Georgia to authorize the necessary Referendum among eligible employees to allow said employees to remain covered by Social Security under a new 218 Agreement between Macon-Bibb County and the Social Security Administration; and for other purposes.

**ACTION:**

• Approval by Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

• Commissioner Mallory Jones, III voted NO.

L. A Resolution to reduce the fee for golf cart rentals at Bowden Golf Course by $4.00 for Senior Citizens on Tuesdays

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to reduce the fee for golf cart rentals at Bowden Golf Course by $4.00 for Senior Citizens on Tuesdays; and for other purposes.

**ACTION:**

• Approval by Commissioners Larry Schlesinger, Elaine Lucas, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

Commissioners Gary Bechtel and Mallory Jones, III voted NO.

M. A Resolution rescinding the Resolution which adopted the Fourth Amendment to the Bibb County Pension Plan of 1968 so as to provide the Macon-Bibb County Commission with the opportunity to review the performance of the Plan's newly selected investment consultant

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to reduce the fee for golf cart rentals at Bowden Golf Course by $4.00 for Senior Citizens on Tuesdays; and for other purposes.

**ACTION:**

• On motion by Commissioner Mallory Jones, III, seconded by Commissioner Elaine Lucas to Table the Resolution and refer back to Operations and Finance Committee.

• Approval by Commissioners Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.
Commissioners Gary Bechtel, Larry Schlesinger, and Virgil Watkins, Jr. voted NO.

N. An ordinance to impose a temporary moratorium on the issuance of new building, construction, and development related permits in the boundaries of the area formerly known as Payne City

- *Clerk read by caption:* An Ordinance of the Macon-Bibb County Commission to impose a temporary moratorium on the issuance of new building, construction, and development related permits in the boundaries of the area formerly known as Payne City, and for other purposes.

**ACTION:**


**NEW BUSINESS**

A. An Ordinance amending Article VI of Chapter 2 Code of Ordinances of Macon-Bibb County to create and establish a Pedestrian Fatality Review Board

*Referred to the Public Safety Committee*

B. A Resolution to support a Request for Proposals be issued requesting a Feasibility Study be conducted to determine the economic impact of obtaining a professionally affiliated Minor League Team in Macon, Georgia

*Referred to the Economic and Community Development Committee*

**GENERAL PUBLIC COMMENTS**

Mr. John Ricketson spoke on the need for a re-evaluation of the Civilian Review Board

Patricia Faye Ivy Brown spoke on her need for freedom.

**ADJOURNMENT**

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 7:20 P.M.

Jean S. Howard
Clerk of Commission
CONSENT

AGENDA
8A
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201
(478) 803-0470

Alcoholic Beverage Application

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

KUDZU CATERING d.b.a. KUDZU SEAFOOD COMPANY
470 THIRD STREET
MACON, GA 31201

The following required documents are included in the application:

☒ Current photograph of applicant or agent
☒ Completed Surety License Bond
☒ Proof of Planning and Zoning compliance
☒ Affidavit from the Macon-Bibb County Engineer’s Department
☒ Legal description of the property upon which premises are located
☒ Affidavit from the Macon Telegraph Newspaper

Comments:


Submitted by: [Signature]
Date: 04/10/15
OFFICE USE ONLY

Applicant Name: KELLY M. WRIGLEY

Business Name: KUDZU CATERING LLC dba KUDZU SEAFOOD COMPANY

Business Address: 470 THIRD ST
MACON, GA 31201

After investigation, I recommend that the license requested herein be □ Granted  □ Denied

Date 3/12/15  

[Signature]  
Sheriff, Bibb County, Georgia

Petition is hereby □ Granted □ Denied by the Macon-Bibb County Board of Commissioners on this _______ day of ____________, 20____.

[Signature]  
Clerk, Macon-Bibb County Commission

I recommend that the application be □ Granted □ Denied on this _______ day of ____________, 20____.

[Signature]  
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
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<th>Beer Package</th>
<th>Wine Package</th>
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<td>Transfer of Ownership</td>
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KUDZA CATERING LLC
DBA: KUDZA SEAFOOD COMPANY
470 THIRTY
478-292-2085

KELLEY M WRIGHT
360 HUNTER TREE, MACON, GA 31201
478-731-9675

Name of Applicant and/or Agent
Home Address
Home Telephone

Social Security Number
Date of Birth
Age
County of Residence

$150.00 Application Fee

Applicant and/or Agent Information

1. Provide Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant’s State of Georgia driver’s license.

Location Information

1. Proof of Planning and Zoning compliance.
2. Affidavit from the Macon-Bibb County Engineer’s Department.
3. Legal description of the property upon which premises are located.
4. Affidavit from the Macon Telegraph Newspaper.

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

Signature of Applicant and/or Agent: Date
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibbpx.org Telephone (478) 751-7450 Fax (478) 751-7448


ISSUED TO NAME: Lee Clack / Kudzu Seafood Company
OWNER'S NAME: 476 THIRD STREET LLC
PROPOSED USE: Kudzu Seafood Company (Restaurant w/ Alcohol)
ADDRESS OF PROPOSED USE: 475 THIRD ST (AKA: 470 Third St.)
STRUCTURE: EXISTING
MAP/PARCEL: R0730336 ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

All exterior modifications, including, but not limited to, awnings and signage, are subject to approval by the Design Review Board.

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations. Also known as: 470 Third Street.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/7/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plan submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

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MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: LEE CLACK

PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES

BUSINESS LOCATION: 470 THIRD STREET

BUSINESS NAME: KUDZU CATERING
D/B/A KUDZU SEAFOOD COMPANY

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing school building, an alcoholic treatment center measured and found to be more than 300 ft.

2. Nearest corner of the building housing the place of business to the nearest corner of the building housing such church, library or branch, or to the nearest corner of the school ground or college campus measured and found to be more than 300 ft.

3. Nearest property line at the place of business to nearest property line within 300ft. of any housing authority (containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the “Housing Authorities Law”). Restriction does not apply to licenses issued prior to July 1, 2000, nor the renewal of such license, nor the renewal of any license at such location which was lawful during the previous twelve months. (OCSGA –Section 3-3-21)

   ___ Yes   ___ No   ___ Unknown License History

   By:

   David P. Fortson, Macon-Bibb County Engineer

   Date: 11/3/19

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

PAGE 1

KUDUZ SEAFOOD
DO NOT MAIL***************
MACON, GA 31212

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for above state and county, Dianne Buck, who deposes and says she is the Classified Manager of Advertising for The Macon Telegraph and is duly authorized by the publisher thereof to make this affidavit, and that advertisement as follows has been published in The Macon Telegraph on the following dates:

03/14/2015
03/21/2015

2962296 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LICENSE ON PREMISES -Pursuant to the ordinance adopted by Mayor and Council on the 15th day of August, 1979, notice is hereby given that on or after the 12th day of April, 2014, the undersigned will apply to the City of Macon for the issuance of a license at an establishment known as Kudzu Seafood Company, and located at 470 3rd Street, Macon, GA 31201, this 5th day of March, 2015. S/Kelley M. Wrigley, Applicant 366 Hines Terrace Macon, GA 31204 #2962296: 3/14, 21

SIGNED

Sworn to and subscribed before me this 21 day of MARCH 2015

Notary Public

KELLY HARRIN

487 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
NEW BUSINESS
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT TINDALL PARTNERS I, L.P. AND ITS APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO DEVELOP THE TINDALL SENIORS TOWERS PROPERTY LOCATED AT 985 PLANT STREET IN MACON-BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Community Affairs is accepting applications for Low Income Housing Tax Credits until June 11, 2015; and

WHEREAS, the Tindall Heights public housing development, built more than 70 years ago, is now functionally obsolete and has exceeded its useful life and the Macon-Bibb Housing Authority is seeking HUD approval to redevelop the site through a “Demolition Disposition Application”; and

WHEREAS, in conjunction with that application, Tindall Partners I, L.P. will submit an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits, in order to construct approximately seventy-six (76) housing units for elderly persons known as Tindall Seniors Towers, as the first of four development phases for new affordable housing, and

WHEREAS, this development will have various site and unit amenities, and a variety of supportive services for the elderly residents, as shown in the attached Exhibit "A"; and

WHEREAS, the Macon-Bibb County Commission supports this proposed project, and believes that the re-development of the Tindall Heights public housing development fulfills an important public purpose and a needed re-investment that benefits the future residents and the surrounding neighborhood, and provides a substantial benefit to Macon-Bibb County; and

WHEREAS, the redevelopment of Tindall Heights is consistent with the goals and objectives of the Urban Redevelopment Plan, as approved, and

WHEREAS, this redevelopment will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to enthusiastically support Tindall Partners I, L.P. with its application for Low Income Housing Tax Credits for Tindall Seniors Towers in Macon-Bibb County, Georgia.

SO RESOLVED this ___ of ______, 2015.

________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST: _________________________________
JEAN S. HOWARD, CLERK OF COMMISSION