



**City of Flowery Branch
City Council Meeting
Thursday, May 15, 2025, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

PUBLIC HEARING:

- Public Hearing to Consider the Approval of Ordinance 737 for Repealing Chapter 29 (Historical Preservation), Appendix A-1 (Historic District Sign Ordinance) and Appendix A (Historical Preservation Ordinance). Proposed Text Amendments within Article 24 (Signs).
[Executive Summary Ordinance 737 May 15 2025.pdf](#)
[Ordinance 737 Historic District Repeal for May 15th.pdf](#)
- Public Hearing to Consider the Approval of Ordinance 740 for Adding New Streets in Summit Lake Subdivision on the PTV Route Plan by Petition.
[Executive Summary Ordinance 740 New PTV Street Petition.pdf](#)
[Adopting Ordinance 740 Final.pdf](#)
[PTV Route Plan addition Spreadsheet - Complete March 21 2025.pdf](#)
[Cricket Melody Lane.pdf](#)
[Hoot Owl Lane.pdf](#)
[Screech Owl Drive.pdf](#)
[Trumpet Flower Ave.pdf](#)
[Turnstone Trail.pdf](#)
[Whistling Sparrow Lane.pdf](#)
[Wild Olive.pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- FY2026 Budget Presentation
[Executive Summary - FY2026 Budget Presentation.pdf](#)
[FY2026 Proposed budget & Authorized Positions.pdf](#)
[FY2026 Capital Summary.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consideration of Award for the 2025 Road Resurfacing Improvements Project
[ES - Award of 2025 Paving Project.pdf](#)
[Bid Tabulation - FB 2025 Road Resurfacing Improvements.pdf](#)
[2025 Paving Project - Location Map.pdf](#)
[00621 - NOTICE OF AWARD.pdf](#)
[FB - 2025 Road Resurfacing - Contract Docs & Specs.pdf](#)
[2025.04.10 - 2025 Paving - Addendum #1.pdf](#)

- Consideration of Award for the McEver Road & Gaines Ferry Road Roundabout Project
[ES - Award for Roundabout McEver Gaines Ferry.pdf](#)
[Bid Tabulation - FB Round-A-Bout.pdf](#)
[00621 Notice of Award.pdf](#)
- Consider Awarding Contract for 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC
[Executive Summary for Dewatered Sludge and Waste Removal Services.pdf](#)
[25-008 Bid Tabulation.pdf](#)
[25-008 Republic Services.pdf](#)
[25-008 Dewatered Sludge and Waste Removal Contract.pdf - NOT COMPLETED](#)
- Consider Adopting Resolution 25-004 - Safe Streets for All Action Plan - A Resolution of the City of Flowery Branch, GA to Approve and Adopt a Goal to Work Towards Zero Traffic-Related Deaths and Serious Injuries by 2050.
[Executive Summary Resolution 24-004 SS4A Safety Action Plan.pdf](#)
[Flowery Branch Resolution - SS4A Safety Action Plan.pdf](#)
[2025-4-24-final-hall-safety-action-plan.pdf](#)
[2025-4-24-final-hall-safety-action-plan-appendices.pdf](#)

DEPARTMENT REPORTS:

- a. City Manager Report
- b. City Clerk Report
- c. Department of Fun Report
- d. Finance Department Report
- e. Human Resources Report
- f. Planning Department Report
- g. Police Department Report
- h. Public Utilities Report
- i. Public Works Report
- j. Attorney Report
- k. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS:

Please limit to two minutes

CONSENT AGENDA:

- Consider May 1, 2025 City Council Meeting Minutes
[Unofficial May 1, 2025 City Council Meeting Minutes.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consideration of Award for the 2025 Road Resurfacing Improvements Project
[ES - Award of 2025 Paving Project.pdf](#)
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[2025-4-24-final-hall-safety-action-plan-appendices.pdf](#)

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Public Hearing to Consider the Approval of Ordinance 737 for Repealing Chapter 29 (Historical Preservation), Appendix A-1 (Historic District Sign Ordinance) and Appendix A (Historical Preservation Ordinance). Proposed Text Amendments within Article 24 (Signs).

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

During a recent retreat, the City of Flower Branch addressed issues concerning the Historic District, particularly the difficulty in filling vacancies on the Historic Preservation Commission. Under the Historic District Ordinance, the Commission is required to issue Certificates of Appropriateness for any proposed alterations or renovations before work may commence. Without a functioning Commission, the established procedures cannot be followed.

Within the Central Business District (CBD), any alterations or renovations to buildings must be presented for review before the Mayor and City Council. Since most of the Historic District lies within the CBD, all proposals for new or modified buildings will be subject to review and approval by these officials.

Additionally, Appendix A-1 of the Code of Ordinances provides guidelines for signage within the Historic District. Staff proposes relocating these requirements with minor adjustments to the Zoning Ordinance, Article 24 Signs, making them applicable to any parcel zoned as CBD.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

I make a motion to approve Ordinance 737

SAMPLE MOTION:

I make a motion to approve Ordinance 737

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 737 May 15 2025.pdf](#)
- [Ordinance 737 Historic District Repeal for May 15th.pdf](#)



Memorandum

To: City of Flowery Branch, Mayor, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: May 15th, 2025

Subject: Executive Summary of Ordinance 737

During a recent retreat, the City of Flower Branch addressed issues concerning the Historic District, particularly the difficulty in filling vacancies on the Historic Preservation Commission. Under the Historic District Ordinance, the Commission is required to issue Certificates of Appropriateness for any proposed alterations or renovations before work may commence. Without a functioning Commission, the established procedures cannot be followed.

Within the Central Business District (CBD), any alterations or renovations to buildings must be presented for review before the Mayor and City Council. Since most of the Historic District lies within the CBD, all proposals for new or modified buildings will be subject to review and approval by these officials.

Additionally, Appendix A-1 of the Code of Ordinances provides guidelines for signage within the Historic District. Staff proposes relocating these requirements—with minor adjustments—to the Zoning Ordinance, Article 24 – Signs, making them applicable to any parcel zoned as CBD.

ORDINANCE NO. 737

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, INCLUDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 737, TO REPEAL IN ITS ENTIRETY, CHAPTER 29 (HISTORICAL PRESERVATION), TO REPEAL IN ITS ENTIRETY APPENDIX A-1 (HISTORIC DISTRICT SIGN ORDINANCE), TO REPEAL IN ITS ENTIRETY APPENDIX A (HISTORICAL PRESERVATION ORDINANCE); TO REPEAL IN ITS ENTIRETY SECTION 24.33 (HISTORIC DISTRICT SIGN ORDINANCE) WITHIN ARTICLE 24 (SIGNS) OF APPENDIX C (ZONING ORDINANCE); TO REPEAL SECTIONS 24.13 AND 24.30 OF ARTICLE 24 OF APPENDIX C (ZONING ORDINANCE); TO ADD TEXT INTO SECTIONS 24.33 – 24.44 WITHIN ARTICLE 24 (SIGNS) OF APPENDIX C (ZONING ORDINANCE) AS SHOWN ON EXHIBIT “A”. PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

WHEREAS, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

WHEREAS, it is in the public interest to update existing codes; and

WHEREAS, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

WHEREAS, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:

SECTION 1. AMENDMENT.

Repeal in its entirety Chapter 29 (Historical Preservation), repeal in its entirety Appendix A-1 (Historic District Sign Ordinance), repeal in its entirety Appendix A (Historical Preservation Ordinance), repeal in its entirety Section 24.33 (Historic District Sign Ordinance) within Article 24 (Signs) of Appendix C (Zoning Ordinance); repeal Section 24.30 of Article 24 of Appendix C (Zoning Ordinance) add text into Sections 24.33 – 24.44 within Article 24 (Signs) of Appendix C (Zoning Ordinance) as shown on Exhibit “A”.

SECTION 2. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

SECTION 4. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 5th day of June 2025.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Exhibit "A"

Sec. 24.33 Signs in the Central Business District (CBD).

This ordinance shall be and is known and may be cited as the "Flowery Branch Central Business District Sign Ordinance."

Sec. 24.34 Purpose and Intent.

Signs play an important role in the attractiveness and appearance of Flowery Branch's Central Business District. The design, size, number, and placement of signs contribute to the overall environment of the building, street, and district. Because signs strongly influence the perception of the establishment, building, street view, and the Central Business District, there is a public interest in ensuring that signs are well designed and carefully placed and properly maintained in accordance with the overall desired character of the Flowery Branch Central Business District.

This ordinance supplements existing sign regulations of the Flowery Branch Zoning Ordinance, with sign regulations specifically designed to ensure compatibility and pedestrian scale of all signage in the Flowery Branch Central Business District.

Sec. 24.35 Applicability.

This ordinance shall apply within the Central Business District in the City of Flowery Branch.

If a particular property is added to the City of Flowery Branch Central Business District, said property shall automatically be subject to the requirements of this ordinance.

Sec. 24.36. General Provisions.

No sign shall be permitted, erected, established, or allowed to be erected or established, within the area governed by this ordinance, unless it is in conformity with this ordinance. It shall be unlawful to erect any sign in the area governed by this ordinance unless a Sign Permit is granted by the Zoning Administrator.

Sec. 24.37. Definitions, Interpretations, and Conflicts.

- (a) *Definitions.* Definitions of the types of signs and sign-related definitions shall be as defined in Article 24, Sec. 24.3, of the Flowery Branch Zoning Ordinance. Definitions of terms related.
- (b) *Interpretations of Terms Not Defined.* If a particular word, term, or phrase is not defined in the Flowery Branch Zoning Ordinance or other ordinance or state law referenced in this ordinance, and such term is not explicitly defined herein or implicit in the provisions of this Ordinance, the Zoning Administrator shall be

authorized to interpret the meaning of the term in question using customary dictionary definitions or other appropriate means.

- (c) *Additional Interpretations.* Where this ordinance uses the term "shall," it shall be considered mandatory to comply with a provision using that term. Where this ordinance uses the term "should," it shall be considered a guideline (strongly recommended but discretionary as to whether the provision using that term is complied with). In cases where an applicant wants to establish a sign in a manner that is inconsistent with a guideline or other statement using the word "should," it shall be the responsibility of an applicant to demonstrate why the guideline cannot be complied with. In this sense, guidelines can form the basis for decision-making under the terms of this ordinance and may be used to disapprove sign permit applications. Similarly, when the term "should" is used the Zoning Administrator is authorized to waive the applicability of one or more guidelines or statements using the word "should."
- (d) *Remedy for Conflicts.* In the event of any other conflicts between this Ordinance and other municipal ordinances, the provisions of this Ordinance shall control.

Sec. 24.38 Relationship to Zoning Ordinance Provisions for Signs.

- (a) *Exempted Signs.* Signs that are exempted by Sec. 24.7 of the Flowery Branch Zoning Ordinance shall be similarly exempt from the requirements of this Ordinance.
- (b) *Prohibited Signs.* Signs that are prohibited by Sec. 24.8 of the Flowery Branch Zoning Ordinance shall be prohibited in the area subject to this Ordinance.
- (c) *Maintenance and Removal of Signs.* Provisions regarding the maintenance and removal of signs as specified in Article 24 of the Flowery Branch Zoning Ordinance shall continue to apply to all signs that are regulated by this Ordinance.
- (d) *Nonconforming Signs.* Sec. 24.5 and Sec. 24.6 of the City of Flowery Branch zoning ordinance, regarding nonconforming signs, shall apply to signs that do not conform to the provisions of this Ordinance.
- (e) *Permitted Signs.* The regulations specifying the types and numbers of signs, as provided in Article 24 of the Flowery Branch Zoning Ordinance, shall be inapplicable and superseded by the provisions of this Ordinance.
- (f) *Dimensional Requirements.* Height, setback, and area requirements for signs by zoning district, as provided in Article 24 of the City of Flowery Branch Zoning Ordinance, shall be inapplicable and superseded by the provisions of this Ordinance.
- (g) *Special Event and Temporary Signage.* Sec. 24.26 of the Flowery Branch Zoning Ordinance shall continue to apply, and property owners in the Flowery Branch Central Business District may apply for permits for temporary signs and special events, except that gas or air-filled advertising device shall not be allowed.

- (h) *Permits and Codes.* Provisions that require a permit for signs, and the process of considering sign permits, as provided in Sec. 24.12 of the City of Flowery Branch Zoning Ordinance, shall continue to apply.

Sec. 24.39. Content of Signs Not Regulated.

The content of signs is not regulated by this ordinance, and the content of the message to be conveyed shall not be considered in making decisions pursuant to this ordinance.

Sec. 24.40 DESIGN REQUIREMENTS

(a) Proportionality.

Signs shall be sized in proportion to the building. Notwithstanding the maximum areas allowed under the terms of this ordinance, an individual sign may be disapproved if it is found to be excessive or non-proportional in relation to the building on which it is placed or which it serves.

(b) Sign Materials.

1. Exposed surfaces of signs must be constructed of or appear to be constructed of metal, glass, stone, concrete, brick, cloth, or wood, or similar approved material. If synthetic materials are authorized, they shall have the same finished appearance as the materials specified here.
2. Sandblasted wood signs are not prohibited but may or may not be considered appropriate.
3. Plastic substrate, plywood or unfinished wood are not appropriate materials for signs and shall not be permitted.

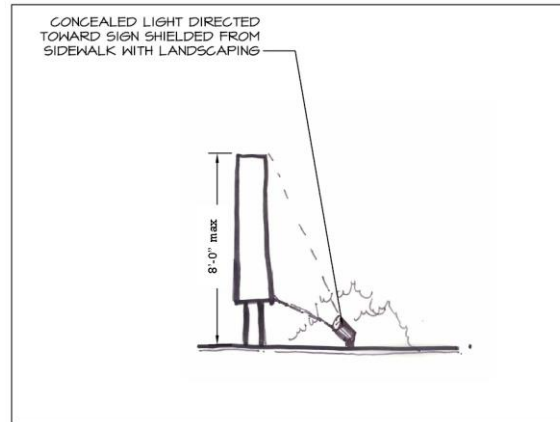
(c) Professional Fabrication.

Handwritten, hand painted, handmade or other unprofessionally fabricated signs shall be prohibited.

Sec. 24.41. Illumination of Signs.

- (a) Internally illuminated signs, and internally illuminated awnings are not appropriate in the Central Business district and shall not be permitted.
- (b) Neon lighting is not permitted in the area subject to this ordinance.
- (c) No animated, flashing or electronically changeable copy signs shall be permitted.
- (d) No colored lights shall be used.

- (e) If signs are illuminated, they shall be externally lit. Lighting directed toward a sign shall be shielded or recessed so that it illuminates only the face of the sign and does not shine directly into a public right-of-way or sidewalk (see figure).



Sec. 24.42 Types of Signs Permitted; Requirements.

(a) Generally.

1. Signs not specifically described in this Section shall be prohibited. For a summary of the requirements of Table 24.3.

(b) Wall Signs.

1. Wall signs shall be mounted flush against the facade of the building adjacent to the front entryway of the unit (see figure).
2. Appropriate locations for wall signage on buildings with more than one story shall be in the lintel space which separates the storefront from the upper floor, and the space above the transom in the storefront, where one exists (see figure). Wall signs should be located on flat, unadorned parts of the building facade, somewhere above storefront display windows (where they exist) and below second-story windows (where they exist). If the building facade or storefront has a lintel strip or signboard, the wall sign should be placed directly on it. Wall signs should be located centrally on the facade. Sign boards should not exceed two and one-half (2.5) feet in height.
3. Wall signs should be attached through joints in the masonry rather than the brick itself.
4. No sign shall be permitted that, when mounted flush against the facade of the building, protrudes more than six (6) inches from the facade.

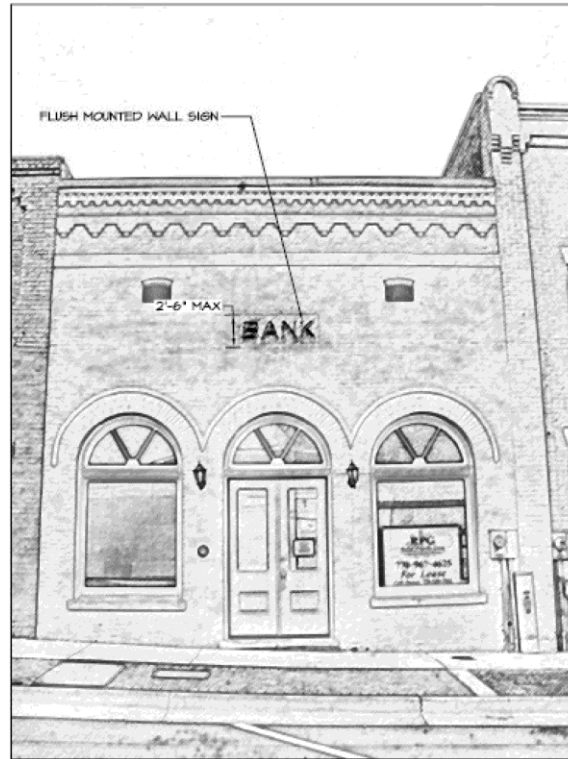


Table 24.3; Summary of Specific Sign Requirements; (Refer to specific sections for requirements)

Type of Sign	# Signs Permitted	Maximum Area	Maximum Height (Ft.)	Section Reference (this Ordinance)	Approval Authority
Wall Signs	2 per facade	30% of wall area, or 1.5 square feet per building frontage, whichever is greater	Height of building (see placement restrictions)	Sec. 24.42(b)	Zoning Administrator approves.
Canopy or Awning Signs	Not specifically restricted	40% of front face; 65% of side faces	Min. 8' height clearance	Sec. 24.42(c)	Zoning Administrator approves.
Window Signs	Not specifically restricted	25% of total window area of establishment, or 32 square feet per establishment, whichever is greater	Not above the level of second floor windows; ground floor windows only encouraged	Sec. 24.42(d)	Zoning Administrator approves.
Projecting Sign	1 per establishment; may be further limited	9 square feet	Min. 8' height clearance	Sec. 24.42(e)	Zoning Administrator approves.
Door Signs	2 per establishment	1.5 square feet each sign; 3 square feet total maximum	(see placement restrictions)	Sec. 24.42(f)	Zoning Administrator approves.
Display Board	1 per establishment	4 square feet	(see placement restrictions)	Sec. 24.42(g)	Zoning Administrator approves.
Ground Sign (permanent, principal use)	2 per adaptive use of single-family dwelling; otherwise prohibited	32 square feet; if second sign is used, 8 square feet	8 feet	Sec. 24.42(h)	Zoning Administrator approves.
A-Frame Sign	1 per establishment	8 square feet	4 Feet	Sec. 24.42(i)	Zoning Administrator approves.

Historic Markers	Not specifically restricted	Not specifically restricted	Not specifically restricted	Sec. 24.42(j)	Zoning Administrator approves.
Temporary sign	One per property frontage	6 square feet	6 feet if placed on ground	Sec. 24.42(k)	Zoning Administrator approves.
Temporary sign when a space, unit, building, or land is for sale, rent	One per property frontage	6 square feet	6 feet if placed on ground	Sec. 24.42(k)	Zoning Administrator approves
Special Event Sign Permit	Per permit	see Sec. 24.26 zoning	see Sec. 24.26 zoning	Sec. 24.42(l); see Sec. 24.26 zoning	Zoning Administrator approves.

5. There is a maximum of two (2) wall signs per building facade of the leasable space.
6. Wall signs, individually or in total allowed, shall not exceed more than thirty (30) percent of the wall area on which they are displayed, or one and one-half (1.5) square feet per linear feet of leased building frontage of the business or establishment, whichever is greater.

(c) Canopy and Awning Signs.

1. Storefront awnings (see figure) should be positioned either above the display window and below the transom window(s), or above both the display and transom windows but below the sign board area, cornice, or spandrel, where these architectural features exist. Signs should be silk-screened or sewn onto the awning fabric, and they should be placed on the valance of the awning. Signs on canopies should be located on the primary face or top edge (or front-angled or sloped part) of canopies.
2. Canopy signs shall have a ground clearance of no less than eight feet above the lowest ground elevation (see figure).
3. Canopy signs shall cover no more than sixty-five (65) percent of the area of the side faces (awning flaps) of the canopy and no more than forty (40) percent of the front (or front-angled or sloped) face of the canopy.

(d) Window Signs.

1. Window signs (see figure) may be displayed on or in display windows on the ground floor. Window signs in upper facade windows are generally not encouraged and should be justified by the applicant.

2. No window advertising sign shall extend from one window to another.
3. In no case shall any window sign be installed above the level of second floor windows.
4. Window signs shall not exceed 25 percent of the total window area of the business or establishment, or 32 square feet total of window signage for any single business or establishment, whichever is greater.



5. Window signs should be placed approximately three and one-half (3.5) feet above the sidewalk.
6. Window signs should not extend within eighteen (18) inches from the top or bottom of the display window glass.

(e) Projecting Signs.

1. Projecting signs are permissible (see figure), only if the Zoning Administrator decides no other options are viable and may restrict them if other alternatives (wall, window, door, and awning) signs are also present or proposed. If a projected sign is authorized, it shall meet the specifications of this section.
2. Projecting signs are typically placed near the entry door.
3. Projecting signs shall project perpendicularly from the building.
4. Projecting signs shall be secured in place with a frame mount assembly.

5. Projecting signs do not necessarily have to be entirely stationary; they may suspended from an awning or similar type structure or affixed to a bracket-mount to the building or structure in a manner where the sign face sways; such motion shall not make a swinging sign a prohibited animated sign.
6. Any sign that is suspended from the underside of a canopy (including awnings), shall be located perpendicular to the wall surface of a building.
7. All projecting signs shall have a ground clearance of no less than eight (8) feet above the lowest ground elevation.
8. Such signs shall project no more than thirty-six (36) inches from the building face.
9. Projecting signs shall be limited to one (1) per business or establishment.
10. No projecting sign shall exceed an area of nine (9) square feet per sign face.
11. Projecting signs shall not be illuminated.
12. If applicable, projecting signs shall obtain an encroachment permit from the City Council.

(f) Door Signs.

1. Signs on doors should be located on or in the glazing of the doors. Painting of letters is preferred. Vinyl letters are discouraged but permitted.
2. There shall be no more than two (2) door signs for any individual business or establishment.
3. The maximum area for any individual door sign shall be one and one-half (1½) square feet.
4. There shall be a maximum of three (3) square feet total area of door signs allowed for any single business or establishment.

(g) Display Boards.

1. One display board shall be permitted per establishment, subject to compliance with the provisions of this Section.
2. Moveable display boards, when displayed within a window on the ground floor display boards shall not count as window signs in terms of maximum allowable window sign area.
3. Display boards that are permanently placed on a wall (e.g., a wall mounted display box) shall count as wall signs in terms of maximum allowable wall sign area, but they shall not be counted in terms of the maximum number of wall signs allowed.
4. Display boards shall not exceed an area of four (4) square feet per sign face.



(h) Permanent Principal Use Ground Signs.

1. Ground signs shall only be permitted in the front yard of properties containing a detached, single-family residence that has been converted to office, institutional, retail, service, or commercial use, and/or a commercially designed building with an appropriate landscaped front yard area.
2. The maximum height of any ground sign which may be permitted pursuant to this ordinance shall be eight (8) feet.
3. Except for temporary signs permitted by the Zoning Administrator, any permanent ground sign permitted pursuant to this ordinance shall be supported by at least two (2) wooden posts, no less than four inches by four inches.
4. No more than two (2) ground signs shall be permitted per property frontage.
5. No ground sign shall exceed an area of thirty-two (32) square feet per sign face.
6. If two ground signs are erected, the second sign shall be no larger than eight (8) square feet in area.

(i) A-Frame Signs.

1. Movable sandwich signs, also called A-frame signs, may be used in the Central Business District, limited to one per business or establishment.
2. Such sign(s) which shall be temporarily placed on the ground in front of the business, may only be used during hours the business is open, and shall be removed from the ground when the business or establishment is not open to the public.
3. No such sign shall exceed a height of four (4) feet about the ground.
4. No such sign shall exceed an area of eight (8) square feet per sign face.

(j) Historic Markers.

1. Historic markers do not count for purposes of maximum wall signage limitations of this ordinance.
2. Historic markers should be made of cast metal or other durable materials.
3. They should be securely attached to the building and should lay flat against the building wall.
4. They should be located at eye level and should be positioned near a building entrance or another area of high visibility.

(k) Temporary Signs.

1. One temporary ground sign or wall sign per lot or per property frontage, unlighted, is permitted during the time when a space, unit, building, or land is for sale, rent, or lease, not exceeding six square feet of area, nor a height of six feet if placed on the ground.
2. One additional temporary ground sign or wall sign per lot or per property frontage, unlighted, not exceeding four square feet of area, nor a height of four feet if placed on the ground, is permitted.

(l) Special Event Signage.

1. Property owners in the Central Business district may apply for permits for special events and associated signage, as provided in Sec. 24.26 of the Flowery Branch Zoning Ordinance, except that gas or air-filled advertising devices shall not be allowed.

Sec. 24.43 Review and Approval Procedures

Review and approval procedures shall follow requirements of Appendix C (Zoning Ordinance), Article 24.

Sec. 24.44 Administration and Enforcement

Administration and enforcement shall follow requirements of Appendix C (Zoning Ordinance), Article 24.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Public Hearing to Consider the Approval of Ordinance 740 for Adding New Streets in Summit Lake Subdivision on the PTV Route Plan by Petition.

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

Pursuant to Ordinance 740, the residents of Summit Lake Subdivision have submitted a petition requesting the addition of new streets to the PTV Route Plan in accordance with the minimum criteria outlined in Chapter 47, Article IV, Section 47-82 of the new street petition process. The petition seeks to include the following streets:

• Cricket Melody Ln.

• Wild Olive Dr.

• Whistling Sparrow Ln.

• Screech Owl Dr.

• Hoot Owl Ln.

• Turnstone Trl.

• Trumpet Flower Ave.

In compliance with the zoning code, at least 10% of the residents on each street have endorsed the petition. The documentation provided to Community Development confirms that the endorsements meet or exceed the 10% requirement for each street. Based on this, the petition appears to satisfy the necessary criteria for adding the listed streets to the PTV Route Plan, subject to approval by the City Council.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve Ordinance 740

SAMPLE MOTION:

I make a motion to approve Ordinance 740

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 740 New PTV Street Petition.pdf](#)
- [Adopting Ordinance 740 Final.pdf](#)
- [PTV Route Plan addition Spreadsheet - Complete March 21 2025.pdf](#)
- [Cricket Melody Lane.pdf](#)
- [Hoot Owl Lane.pdf](#)
- [Screech Owl Drive.pdf](#)
- [Trumpet Flower Ave.pdf](#)
- [Turnstone Trail.pdf](#)
- [Whistling Sparrow Lane.pdf](#)
- [Wild Olive.pdf](#)



Memorandum

To: City of Flowery Branch, Mayor, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: May 15, 2025

Subject: Executive Summary of Ordinance 740

Pursuant to Ordinance 740, the residents of Summit Lake Subdivision have submitted a petition requesting the addition of new streets to the PTV Route Plan in accordance with the minimum criteria outlined in Chapter 47, Article IV, Section 47-82 of the new street petition process. The petition seeks to include the following streets:

- Cricket Melody Ln.
- Wild Olive Dr.
- Whistling Sparrow Ln.
- Screech Owl Dr.
- Hoot Owl Ln.
- Turnstone Trl.
- Trumpet Flower Ave.

In compliance with the zoning code, at least 10% of the residents on each street have endorsed the petition. The documentation provided to Community Development confirms that the endorsements meet or exceed the 10% requirement for each street. Based on this, the petition appears to satisfy the necessary criteria for adding the listed streets to the PTV Route Plan, subject to approval by the City Council.

Second Reading 06/05/2025
First Reading 05/15/2025

Adopted TBD

ORDINANCE NO. 740

AN ORDINANCE TO ADD STREETS TO THE PERSONAL TRANSPORTATION VEHICLE ROUTE PLAN VIA THE PETITION PROCESS PER CHAPTER 47 (TRAFFIC AND VEHICLES), ARTICLE IV (PERSONAL TRANSPORTATION VEHICLES), TO PROVIDE FOR SEVERABILITY, TO PROVIDE AN EFFECTIVE DATE, TO REPEAL CONFLICTING LAWS, AND FOR ALL OTHER LEGAL PURPOSES.

WHEREAS, the Mayor and City Council of the City of Flowery Branch are empowered to create guidelines which regulate the safety and security of the public in City Rights of Way; and

WHEREAS, the City of Flowery Branch's code does provide regulations on the operation of Personal Transportation Vehicles within City limits; and

WHEREAS, the regulations provide a process to add streets to the Personal Transportation Vehicle Route Plan through a petition process.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

The residences of Summit Lake Subdivision submitted a petition to add the following streets to the Personal Transportation Vehicle Route Plan following the requirements of Chapter 47, Article IV, Section 47-82:

- Cricket Melody Ln.
- Wild Olive Dr.
- Whistling Sparrow Ln.
- Screech Owl Dr.
- Hoot Owl Ln.
- Turnstone Trl.
- Trumpet Flower Ave.

The petitioners provided proof of signatures from at least 10% of residents on each street proposed to be added to the Personal Transportation Vehicle Route Plan. Additionally, each street is 25 mph and no street is steeper than 20 percent.

Said streets are hereby added to the Personal Transportation Vehicle Route Plan of the City of Flowery Branch.

SECTION 2. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be June 5, 2025.

SECTION 4. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 5th day of June 2025.

Ed Asbridge, Mayor

ATTEST

Shelia Cooper, City Clerk

APPROVED AS TO FORM

Ted Baggett, City Attorney

Street name	# Property Owners	10%	# Yes Votes	Met 10%
Cricket Melody	35	3.5	4	x
Wild Olive	14	1.4	2	x
Whistling Sparrow	8	0.8	2	x
Screech Owl	107	10.7	12	x
Hoot Owl	86	8.6	9	x
Turnstone	55	5.5	6	x
Trumpet Flower	20	2	2	x

325

37

Homes 35
10% 3.5
Yes 4

Cricket Melody

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5606 CRICKET MELODY LN	MANNERS, JOSHUA ANTHONY	5606 CRICKET MELODY LANE	owner not available	
5610 CRICKET MELODY LN	WILLIAMS, ERIC V	5610 CRICKET MELODY LANE	owner not available	
5614 CRICKET MELODY LN	FINCHER, JOHN H	5614 CRICKET MELODY LANE	owner not available	
5618 CRICKET MELODY LN	WANDA DESOUGE MASON, AS TRUSTEE OF THE,	51 WILDFLOWER TRAIL	owner not available	
5622 CRICKET MELODY LN	RAINEY, KENNETH	5622 CRICKET MELODY LANE	owner not available	
5626 CRICKET MELODY LN	ISIDORO, LORENZO	5626 CREICKET MELODY LANE	owner not available	
5630 CRICKET MELODY LN	WANG, JINGCAO	5630 CRICKET MELODY LANE	owner not available	
5634 CRICKET MELODY LN	VICKY'S HOMES LLC,	5694 CRICKET MELODY LANE	owner not available	
5638 CRICKET MELODY LN	FLORES, JONATHAN	5638 CRICKET MELODY LANE	owner not available	
5676 CRICKET MELODY LN	SPENCER, CAROL	5676 CRICKET MELODY LANE	owner not available	
5668 CRICKET MELODY LN	BAILEY, TAKEDA JANAY	5668 CRICKET MELODY LANE	owner not available	
5660 CRICKET MELODY LN	GUERLIN, MARCELLUS LEMOND	5660 CRICKET MELODY LANE	owner not available	
5654 CRICKET MELODY LN	TORRES GARCIA CRESPO, JOSE A.	5654 CRICKET MELODY LANE	owner not available	
5650 CRICKET MELODY LN	WILLIAMS, LAWRENCE	5650 CRICKET MELODY LANE	owner not available	
5646 CRICKET MELODY LN	MARTIN, CHESLEY JAMES	5646 CRICKET MELODY LANE	owner not available	
5689 CRICKET MELODY LN	KESKO, DAMIR	5689 CRICKET MELODY LANE	owner not available	
5685 CRICKET MELODY LN	WOLLENHAUP, LIZABETH KAY	5685 CRICKET MELODY LANE	owner not available	
5681 CRICKET MELODY LN	MAKI, JOHN A	5681 CRICKET MELODY LANE	owner not available	
5675 CRICKET MELODY LN	SINGH, SUPREET	1330 AZALEA BROOK DRIVE	owner not available	
5671 CRICKET MELODY LN	GUNASINGHE, ROSIN	5671 CRICKET MELODY LANE	owner not available	
5667 CRICKET MELODY LN	CURTIN, NICHOLAS	5667 CRICKET MELODY LANE	owner not available	
5663 CRICKET MELODY LN	OTOOLE, LAURA DARBY, DANIEL	5663 CRICKET MELODY LANE	yes	DocuSign
5659 CRICKET MELODY LN	ZHANG, YU	P. O. BOX 2038	owner not available	
5655 CRICKET MELODY LN	HEMBREE, LINDSAY	5655 CRICKET MELODY LANE	owner not available	
5651 CRICKET MELODY LN	LEE, ASHLEY N	5651 CRICKET MELODY LANE	yes	DocuSign
5647 CRICKET MELODY LN	WEYRICH, LUCAS	5647 CRICKET MELODY LANE	owner not available	
5643 CRICKET MELODY LN	HAMILTON, ALISON A.	5643 CRICKET MELODY LANE	owner not available	
5639 CRICKET MELODY LN	BARRERE, CARRIE ALLISON	5639 CRICKET MELODY LANE	owner not available	
5635 CRICKET MELODY LN	FOREMAN, DONNA L.	5635 CRICKET MELODY LANE	owner not available	
5631 CRICKET MELODY LN	KEZLAN, LAURA BREN	5631 CRICKET MELODY LANE	yes	DocuSign
5627 CRICKET MELODY LN	WELLS, PHILLIP EDWARD	5627 CRICKET MELODY LANE	owner not available	
5623 CRICKET MELODY LN	LIU, LIFEI	11095 CHANDON WAY	owner not available	
5690 CRICKET MELODY LN	COLLINS, MEAGAN M.	5690 CRICKET MELODY LANE	yes	DocuSign
5694 CRICKET MELODY LN	VILLEGAS, FRANCISCO E	5694 CRICKET MELODY LANE	owner not available	
5698 CRICKET MELODY LN	CHEN, MENGWEI	1050LENOX PARK BLVD NE APT 9106	owner not available	

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Danny O'Toole

Property Owner Street Address:

5663 Cricket Melody Lane

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:


Date: 3/18/2025

Certificate Of Completion

Envelope Id: 33F58F94-FB71-4B17-82A2-7E9DD655D526
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:04:21 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Danny O'Toole
 Danielotoole315@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 E128CB50084E4FF...

Signature Adoption: Drawn on Device
 Using IP Address: 107.140.150.205
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:05:13 AM
 Viewed: 3/18/2025 11:49:22 AM
 Signed: 3/18/2025 7:43:48 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	3/18/2025 7:43:48 PM
Completed	Security Checked	3/18/2025 7:43:48 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Ashley (Nikki) Lee

Property Owner Street Address:

5651 Cricket Melody Lane
Flowery Branch, GA. 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

Ashley (Nikki) Lee

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 625905F4-A58D-4957-9CD0-CC074592F853
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 Source Envelope:
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 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:06:28 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Ashley (Nikki) Lee
 ashlee2310@hotmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 D36FF52B8C464EF...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.140.149.10
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:07:11 AM
 Viewed: 3/18/2025 3:12:51 PM
 Signed: 3/18/2025 3:14:23 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/18/2025 3:12:51 PM
Signing Complete	Security Checked	3/18/2025 3:14:23 PM
Completed	Security Checked	3/18/2025 3:14:23 PM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Bren Kezlan

Property Owner Street Address:

5631 Cricket Melody Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

Bren Kezlan

6914F7D0A3C06F3

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 5CF14CFB-198C-477F-A3F1-7A5F82B7017D
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 Certificate Pages: 1
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 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:26:52 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Bren Kezlan
 brenkezlan@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 8914F7D0A3C04F3...

Signature Adoption: Pre-selected Style
 Using IP Address: 172.225.246.180
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:27:27 AM
 Viewed: 3/18/2025 12:29:30 PM
 Signed: 3/18/2025 12:30:22 PM

Electronic Record and Signature Disclosure:
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Signing Complete	Security Checked	3/18/2025 12:30:22 PM
Completed	Security Checked	3/18/2025 12:30:22 PM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Meagan Collins

Property Owner Street Address:

5690 Cricket Melody Lane

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:
Meagan Collins
BB801612770C8D0...

Date: 3/18/2025

Certificate Of Completion

Envelope Id: D654455C-559B-4628-8755-9DC63A06B9D9
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 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

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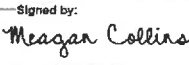
Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Meagan Collins
 meagancollins91@icloud.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 B8A01612770C4D0...

Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.92.153
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:04:14 AM
 Viewed: 3/18/2025 3:59:30 PM
 Signed: 3/18/2025 4:01:06 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/18/2025 3:59:30 PM
Signing Complete	Security Checked	3/18/2025 4:01:06 PM
Completed	Security Checked	3/18/2025 4:01:06 PM
Payment Events	Status	Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5866 HOOT OWL LN	ESCALONA VILORIA, JONATHAN M.	5866 HOOT OWL LANE	owner not available	
5862 HOOT OWL LN	JACKSON, RENEE	5862 HOOT OWL LANE	owner not available	
5858 HOOT OWL LN	ZHENG, HANYUE	41571 MELFORD TER	owner not available	
5852 HOOT OWL LN	SALAZAR CASTILLO, OMAR JOSE	5823 SCREECH OWL DRIVE	owner not available	
5901 HOOT OWL LN	BEDOYA, JUAN CARLOS	5901 HOOT OWL LANE	owner not available	
5905 HOOT OWL LN	SONG, SCOTT YIFAN	5905 HOOT OWL LANE	owner not available	
5909 HOOT OWL LN	ESCARFULLERY, DUANTE D	5909 HOOT OWL LANE	owner not available	
5913 HOOT OWL LN	MORGAN, MADISON ASHLEY	5913 HOOT OWL LANE	owner not available	
5917 HOOT OWL LN	RICO LOPEZ, FATIMA	5917 HOOT OWL LANE	owner not available	
5921 HOOT OWL LN	MILLIGAN, GEORGE	5921 HOOT OWL LANE	owner not available	
5925 HOOT OWL LN	MAINA, ROSE	5925 HOOT OWL LANE	owner not available	
5929 HOOT OWL LN	SILVA, RICHARD ALLEN	5929 HOOT OWL LANE	owner not available	
5933 HOOT OWL LN	SADLER, AMY LEVIE	3823 MABRY RIDGE DRIVE	owner not available	
5937 HOOT OWL LN	VOLANTE, JILL TAYLOR	5937 HOOT OWL LANE	owner not available	
5941 HOOT OWL LN	WOICKOSKI, JORGE WILSON	5941 HOOT OWL LANE	owner not available	
5945 HOOT OWL LN	HARRIS, DAVID CHRISTOPHER	5945 HOOT OWL LANE	owner not available	
5949 HOOT OWL LN	BOLTON, JACOB CARLTON	5949 HOOT OWL LANE	owner not available	
5953 HOOT OWL LN	CHAMI, ELIE	5953 HOOT OWL LANE	owner not available	
5957 HOOT OWL LN	HANLIN, JUSTIN DAVID	5957 HOOT OWL LANE	owner not available	
5961 HOOT OWL LN	KING JR, BRUCE ANTHONY	5961 HOOT OWL LANE	owner not available	
5965 HOOT OWL LN	CORDERO-TORRES, TIFFANI M	5965 HOOT OWL LANE	owner not available	
5969 HOOT OWL LN	MARTINEZ RODRIGUEZ, ARIANNA DANIELA	5969 HOOT OWL LANE	owner not available	
5973 HOOT OWL LN	LAUTZENHISER, HOLLY ANN	5973 HOOT OWL LANE	owner not available	
5977 HOOT OWL LN	EVANS, MARK JAMES	5977 HOOT OWL LANE	owner not available	
5981 HOOT OWL LN	LOPEZ ORTEGA, RAMON A	5981 HOOT OWL LANE	owner not available	
5985 HOOT OWL LN	WANG, HONGZHE	5985 HOOT OWL LOT 173	owner not available	
5989 HOOT OWL LN	HERNANDEZ, VICTOR DAVID	5989 HOOT OWL LANE	owner not available	
5995 HOOT OWL LN	GARCIA, ELAINA J	5995 HOOT OWL LANE	owner not available	
5999 HOOT OWL LN	RINCON MANZANILLA, ROSMARY	5999 HOOT OWL LANE	owner not available	
6003 HOOT OWL LN	TICA, NOEL ALEC	6003 HOOT OWL LANE	owner not available	
6007 HOOT OWL LN	GARZON, VALENTINA	6007 HOOT OWL LANE	owner not available	
6011 HOOT OWL LN	HILL, ISREAL	6011 HOOT OWL LANE	owner not available	
6015 HOOT OWL LN	SIMS, DANIELLE	6015 HOOT OWL LANE	owner not available	
6019 HOOT OWL LN	BEREIKLIAN, ZOVIG KELESARIAN	6019 HOOT OWL LANE	owner not available	
6023 HOOT OWL LN	ADESIDA, IFEOLUWA F	6023 HOOT OWL LANE	owner not available	
6027 HOOT OWL LN	SOCORRO BALLESTERO, ROSALINA	6027 HOOT OWL LANE	owner not available	

Hoot Owl

Homes 86
10% 8.6
Yes 9

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
6031 HOOT OWL LN	KOHUT, BARRY, CYNTHIA LEE	6031 HOOT OWL LANE	yes	DocuSign
6035 HOOT OWL LN	PULGAR QUEIPO, MAYERLIN ANDREINA	6035 HOOT OWL LANE	owner not available	
6039 HOOT OWL LN	LONG, KAITLYN	6039 HOOT OWL LANE	owner not available	
6043 HOOT OWL LN	BRICENO HERNANDEZ, JOSE	6043 HOOT OWL LANE	owner not available	
6047 HOOT OWL LN	HERNANDEZ, JUAN CARLOS	6047 HOOT OWL LANE	owner not available	
6051 HOOT OWL LN	ROBIN BUTLER, AS TRUSTEE OF THE,	6051 HOOT OWL LANE	owner not available	
6055 HOOT OWL LN	VENTURA BENITEZ, EDENILSON OMAR	6055 HOOT OWL LANE	owner not available	
6059 HOOT OWL LN	VILLALOBOS GONZALEZ, GUSTAVO E	6059 HOOT OWL LANE	owner not available	
6063 HOOT OWL LN	DUKE, ETHAN W	6063 HOOT OWL LANE	owner not available	
6067 HOOT OWL LN	FOY, JOHN	6067 HOOT OWL LANE	owner not available	
6071 HOOT OWL LN	DIERDORF, LAURA BETH	6071 HOOT OWL LANE	yes	DocuSign
6075 HOOT OWL LN	REESE, BRITTANY LAKENDRA	6075 HOOT OWL LANE	yes	DocuSign
6079 HOOT OWL LN	HARB, MOHAMMAD MATTHEW	6079 HOOT OWL LANE	owner not available	
6083 HOOT OWL LN	HANLEY, MICHAEL SCOTT	6083 HOOT OWL LANE	owner not available	
6087 HOOT OWL LN	JIANG, CHENGSHUO	6087 HOOT OWL LANE	owner not available	
6091 HOOT OWL LN	MORAN CHIRINOS, MADELAINE	6091 HOOT OWL LANE	owner not available	
6095 HOOT OWL LN	SUAREZ, MELISSA	6095 HOOT OWL LANE	owner not available	
6099 HOOT OWL LN	RUSHING, DAVID J	6099 HOOT OWL LANE	owner not available	
6103 HOOT OWL LN	QUINONES, JAIME E	6103 HOOT OWL LANE	owner not available	
6107 HOOT OWL LN	DIAZ, LUIS FERNANDO	6107 HOOT OWL LANE	yes	DocuSign
5940 HOOT OWL LN	CHONG BOGGIANO, HUMBERTO	5940 HOOT OWL LANE	yes	Signature
5936 HOOT OWL LN	DOUGLAS, CADE KENNETH	5936 HOOT OWL LANE	owner not available	
5932 HOOT OWL LN	BUN, RICHARD RICHANA	5932 HOOT OWL LANE	owner not available	
5928 HOOT OWL LN	MENDEZ, BEATRIZ VERONICA	5928 HOOT OWL LANE	owner not available	
5924 HOOT OWL LN	PATEL, GOPAL	5924 HOOT OWL LANE	owner not available	
5920 HOOT OWL LN	GALLEGOS, MOISES	5920 HOOT OWL LANE	owner not available	
5916 HOOT OWL LN	HODGE, SARAH ELIZABETH	5916 HOOT OWL LANE	owner not available	
5912 HOOT OWL LN	RIORDON, KENNETH F	5912 HOOT OWL LANE	yes	DocuSign
5908 HOOT OWL LN	MATTLIN, CARYSA LOREE	5908 HOOT OWL LANE	yes	DocuSign
6030 HOOT OWL LN	MAGPRI SFR GA LLC,	1 N WACKER DRIVE SUITE 2400	owner not available	
6034 HOOT OWL LN	SANCHEZ ALDANA, LUIS G	6034 HOOT OWL LANE	owner not available	
6038 HOOT OWL LN	CRUMBLEY, APRIL	6038 HOOT OWL LANE	yes	DocuSign
6042 HOOT OWL LN	SANCHEZ-LOPEZ, CELIA	6042 HOOT OWL LANE	owner not available	
6046 HOOT OWL LN	SOTO, IVANNA	6046 HOOT OWL LANE	owner not available	
6050 HOOT OWL LN	HARRISON, NELLIE K	6050 HOOT OWL LANE	owner not available	
6054 HOOT OWL LN	TULE RIVER HOMEBUYER EARNED EQUITY,	8821 S REDWOOD RD SUITE B	owner not available	

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
6058 HOOT OWL LN	GARCIA, SUSANA PATRICIA	6058 HOOT OWL LANE	owner not available	
6068 HOOT OWL LN	BONDS, LAUREL	6068 HOOT OWL LANE	owner not available	
6080 HOOT OWL LN	WASHINGTON, MEGHAN	6080 HOOT OWL LANE	owner not available	
6084 HOOT OWL LN	OVIEDO FIGUEROA, JUAN CARLOS	6084 HOOT OWL LANE	owner not available	
6088 HOOT OWL LN	WARREN, CARY BRENT	6088 HOOT OWL LANE	owner not available	
6092 HOOT OWL LN	WANG, YIDE	6092 HOOT OWL LANE	owner not available	
5898 HOOT OWL LN	CLANCY, MICHAEL	5898 HOOT OWL LANE	owner not available	
5894 HOOT OWL LN	DIXON, JANICE MARIE	5894 HOOT OWL LANE	owner not available	
5890 HOOT OWL LN	SIMONENKO, ANDREY	5890 HOOT OWL LANE	owner not available	
5886 HOOT OWL LN	RODRIGUEZ, MIGUEL A ROMERO	5886 HOOT OWL LANE	owner not available	
5882 HOOT OWL LN	GILDEMEYER, CONNOR DANIEL	5882 HOOT OWL LANE	yes	DocuSign
5878 HOOT OWL LN	OREILLY, MARCELA	5878 HOOT OWL LANE	owner not available	
5874 HOOT OWL LN	RACINE, LOGAN JEFFREY	5874 HOOT OWL LN	owner not available	
5870 HOOT OWL LN	CASANOVA, RICARDO M PAZ	5870 HOOT OWL LANE	owner not available	

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

HUMBERTO CHONG

Property Owner Street Address:

5940 HOOT OWL LN.

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:



Date:

03/20/25

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Janice Riordon

Property Owner Street Address:

5912 Hoot Owl Lane, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by: Janice Riordon

Date: 3/18/2025

Certificate Of Completion

Envelope Id: D488D0DB-515A-4529-86A9-1F4CBDE7320A
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:33:13 AM

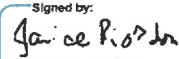
Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Janice Riordon
 jkriordon@bellsouth.net
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 ADB15CC4B26D452...

Signature Adoption: Drawn on Device
 Using IP Address: 107.140.148.17
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:33:50 AM
 Viewed: 3/18/2025 3:10:07 PM
 Signed: 3/18/2025 3:13:21 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
 Certified Delivered Security Checked
 Signing Complete Security Checked
 Completed Security Checked

3/18/2025 11:33:50 AM
 3/18/2025 3:10:07 PM
 3/18/2025 3:13:21 PM
 3/18/2025 3:13:21 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

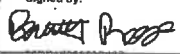
Brittany Reese

Property Owner Street Address:

6075 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

8602a7c6870c43f...

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 945DCEB4-EFBA-43FE-8C75-4253CB7EB3BC
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 7:57:57 AM

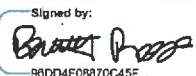
Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Brittany Reese
 secretarysummitlakefbhoa@outlook.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 98DD4FC8870C45F...

Signature Adoption: Drawn on Device
 Using IP Address: 108.213.140.174
 Signed using mobile

Timestamp

Sent: 3/18/2025 7:58:58 AM
 Viewed: 3/18/2025 10:39:47 AM
 Signed: 3/18/2025 3:33:00 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 7:58:58 AM
Certified Delivered	Security Checked	3/18/2025 10:39:47 AM
Signing Complete	Security Checked	3/18/2025 3:33:00 PM
Completed	Security Checked	3/18/2025 3:33:00 PM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Carysa Mattlin

Property Owner Street Address:

5908 Hoot Owl Ln

By my signature below, I support being placed on Flowery Branch’s PTV Route Plan.

Property Owner Signature:

Signed by: 
 8000226E32240

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 767112AB-E8E4-49CB-9B1A-06CE86A96AAA
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/19/2025 8:19:09 AM

Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Carysa Mattlin
 cmattlin2004@yahoo.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 4805D256E952440...

Signature Adoption: Drawn on Device
 Using IP Address: 172.56.69.70
 Signed using mobile

Timestamp

Sent: 3/19/2025 8:20:04 AM
 Viewed: 3/19/2025 9:07:27 AM
 Signed: 3/19/2025 9:07:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/19/2025 8:20:04 AM
 3/19/2025 9:07:27 AM
 3/19/2025 9:07:53 AM
 3/19/2025 9:07:53 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

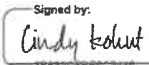
Cindy Kohut

Property Owner Street Address:

6031 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:

3E655C78E6C344E...

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 27CF8ED4-7EB5-49F4-B55C-CBCAD9467768
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

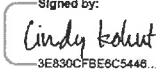
Status: Original
 3/18/2025 11:35:56 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Cindy Kohut
 clakohut@my.wgu.edu
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 3E830CFBE6C5446...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.3.217

Timestamp

Sent: 3/18/2025 11:36:48 AM
 Viewed: 3/19/2025 8:12:17 AM
 Signed: 3/19/2025 8:22:39 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 11:36:48 AM
Certified Delivered	Security Checked	3/19/2025 8:12:17 AM
Signing Complete	Security Checked	3/19/2025 8:22:39 AM
Completed	Security Checked	3/19/2025 8:22:39 AM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

April Crumbley

Property Owner Street Address:

6038 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:
April Crumbley

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 51606352-6046-4BC8-A5A4-BC4D05E1B8E0
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/19/2025 7:52:36 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

April Crumbley
 acrumbley022@yahoo.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 EAEA0D7A68A141E...

Signature Adoption: Pre-selected Style
 Using IP Address: 108.213.141.181
 Signed using mobile

Timestamp

Sent: 3/19/2025 7:57:26 AM
 Viewed: 3/19/2025 9:39:34 AM
 Signed: 3/19/2025 9:40:26 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 7:57:26 AM
Certified Delivered	Security Checked	3/19/2025 9:39:34 AM
Signing Complete	Security Checked	3/19/2025 9:40:26 AM
Completed	Security Checked	3/19/2025 9:40:26 AM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Luis Diaz

Property Owner Street Address:

6107 Hoot Owl Ln

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

Luis Diaz

Date: 3/18/2025

Certificate Of Completion

Envelope Id: AE1B588D-19D7-4D10-8A97-D6E69737F915
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 8:00:02 AM

Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Luis Diaz
 member3summitlakefbhoa@outlook.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 9BE67C18948F49C...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.0.53

Timestamp

Sent: 3/18/2025 8:00:44 AM
 Viewed: 3/18/2025 8:39:53 AM
 Signed: 3/18/2025 8:41:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 8:00:44 AM
Certified Delivered	Security Checked	3/18/2025 8:39:53 AM
Signing Complete	Security Checked	3/18/2025 8:41:47 AM
Completed	Security Checked	3/18/2025 8:41:47 AM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Connor Gildemeyer

Property Owner Street Address:

5882 Hoot Owl Lane Flowery branch GA

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

Connor Gildemeyer

Date: 3/19/2025

Certificate Of Completion

Envelope Id: CCE520FF-04AF-4481-95CE-659D4DE9C131
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 107.193.5.40

Record Tracking

Status: Original
 3/19/2025 5:07:20 PM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Connor Gildemeyer
 Connorgildy52@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 28AF18BE0E8A41A...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.5.97
 Signed using mobile

Timestamp

Sent: 3/19/2025 5:08:49 PM
 Viewed: 3/19/2025 5:16:26 PM
 Signed: 3/19/2025 5:17:03 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/19/2025 5:08:50 PM
 3/19/2025 5:16:26 PM
 3/19/2025 5:17:03 PM
 3/19/2025 5:17:03 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

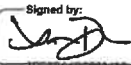
LAURA DIERDORF

Property Owner Street Address:

6071 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:

2E8BBAF672042C...

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 85250A3A-AE52-4EFB-BC11-EA3345E7374D
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 107.193.5.40

Record Tracking

Status: Original
 3/19/2025 5:09:24 PM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

LAURA DIERDORF
 lauradierdorf1@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 2EE68A4FC72042C...

Signature Adoption: Drawn on Device
 Using IP Address: 166.198.157.43
 Signed using mobile

Timestamp

Sent: 3/19/2025 5:12:19 PM
 Viewed: 3/19/2025 5:13:33 PM
 Signed: 3/19/2025 5:14:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 5:12:19 PM
Certified Delivered	Security Checked	3/19/2025 5:13:33 PM
Signing Complete	Security Checked	3/19/2025 5:14:27 PM
Completed	Security Checked	3/19/2025 5:14:27 PM
Payment Events	Status	Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5827 SCREECH OWL DR	DOOLEY, CAMRIE CHALISE	5827 SCREECH OWL DRIVE	owner not available	
5831 SCREECH OWL DR	HUANG, CHUNFANG	11300 SONNINGTON DRIVE	owner not available	
5835 SCREECH OWL DR	VANHORN, SARA E	5835 SCREECH OWL DRIVE	owner not available	
5839 SCREECH OWL DR	MOORE, DEREK LAMAR	5839 SCREECH OWL DRIVE	owner not available	
5867 SCREECH OWL DR	GIL, JENNY ADRIANA	5867 SCREECH OWL DRIVE	owner not available	
5871 SCREECH OWL DR	SELLERS, KELLIE RENAE	5871 SCREECH OWL DRIVE	owner not available	
5875 SCREECH OWL DR	HANSON, GREG ALLEN	5875 SCREECH OWL DRIVE	yes	Docusign
5879 SCREECH OWL DR	BAILEY, JEFFREY TAYLOR	5879 SCREECH OWL DRIVE	yes	Docusign
5883 SCREECH OWL DR	MUELLER, BENJAMIN K.	5883 SCREECH OWL DRIVE	owner not available	
5887 SCREECH OWL DR	NACKERS, WILLIAM C.	5887 SCREECH OWL DRIVE	yes	Docusign
5891 SCREECH OWL DR	STREETTS, DEVYN LEE	5891 SCREECH OWL DRIVE	owner not available	
5899 SCREECH OWL DR	CLEMENTS, KYLE PATRICK	5899 SCREECH OWL DRIVE	owner not available	
5903 SCREECH OWL DR	MARTELL, DARIN	5903 SCREECH OWL DRIVE	yes	Docusign
5907 SCREECH OWL DR	ZAPATA, JUAN	1063 MEADOW CLUB CT	owner not available	
5911 SCREECH OWL DR	ARNOLD, TYLER ROBERT	5911 SCREECH OWL DRIVE	owner not available	
5915 SCREECH OWL DR	JAROSZ, MARCIN OLGIERD	5915 SCREECH OWL DRIVE	owner not available	
5919 SCREECH OWL DR	PATERSON, KATHERINE ELIZABETH	5919 SCREECH OWL DRIVE	yes	Docusign
5923 SCREECH OWL DR	HUNSUCKER, SYDNEY A	5923 SCREECH OWL DR	owner not available	
5927 SCREECH OWL DR	HERNANDEZ, JUAN	5927 SCREECH OWL DRIVE	owner not available	
5931 SCREECH OWL DR	KIM, SEOKCHAN	5931 SCREECH OWL DRIVE	owner not available	
5935 SCREECH OWL DR	TYLER, JR., GREGORY	5935 SCREECH OWL DRIVE	yes	Docusign
5939 SCREECH OWL DR	BAUTISTA SALAS, ISRAEL	5939 SCREECH OWL DRIVE	owner not available	
5943 SCREECH OWL DR	LAWSON, KORY	5943 SCREECH OWL DRIVE	owner not available	
5947 SCREECH OWL DR	STURGES, EARLINE E.	5947 SCREECH OWL DRIVE	yes	Docusign
5951 SCREECH OWL DR	GLUSHCHAK, GELMUT N.	5951 SCREECH OWL DRIVE	owner not available	
5955 SCREECH OWL DR	MILLSAP, AMANDA LEIGH	5955 SCREECH OWL DRIVE	owner not available	
5959 SCREECH OWL DR	ANDERSON, TERRANCE P.	5959 SCREECH OWL DRIVE	owner not available	
5963 SCREECH OWL DR	SAFI, SADAF	5963 SCREECH OWL DRIVE	owner not available	
5967 SCREECH OWL DR	EFIANAYI, TRACEY	5967 SCREECH OWL DRIVE	owner not available	
5971 SCREECH OWL DR	MENDOZA PALOMINO, JOSMEN E.	5971 SCREECH OWL DRIVE	owner not available	
5975 SCREECH OWL DR	REMOE-DOHERTY, VIVIAN E.	5975 SCREECH OWL DRIVE	owner not available	
5979 SCREECH OWL DR	SANDREA MARTIN JOSE ANDRADE,	5979 SCREECH OWL DRIVE	owner not available	
5995 SCREECH OWL DR	PRINCIPAL, ALEXIS	5995 SCREECH OWL DRIVE	owner not available	
6011 SCREECH OWL DR	WENTZLER, SHANNON HACKETT	6011 SCREECH OWL DRIVE	yes	Docusign
6015 SCREECH OWL DR	BLICHARSKI, MATEUSZ	6015 SCREECH OWL DRIVE	owner not available	
6019 SCREECH OWL DR	JACKSON, JOANN	6019 SCREECH OWL DRIVE	owner not available	

Homes
107
10%
Yes
12

Screech Owl

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
6020 SCREECH OWL DR	URDANETA PRIETO, AARON	6020 SCREECH OWL DRIVE	owner not available	
6016 SCREECH OWL DR	GUO, TOM	2640 BARELY DOWNS CIR.	owner not available	
6012 SCREECH OWL DR	CONARD, SARAH J	6012 SCREECH OWL DRIVE	yes	Docusign
6008 SCREECH OWL DR	SCOTT, DAMIEN WHITMARK	6008 SCREECH OWL DRIVE	owner not available	
6004 SCREECH OWL DR	QUINTERO BOLIVAR, JHONN F	6004 SCREECH OWL DRIVE	owner not available	
6000 SCREECH OWL DR	VELIVELLI, MANJUSHA	6000 SCREECH OWL DRIVE	owner not available	
5996 SCREECH OWL DR	NEWMAN, SEAN ANDREW	5996 SCREECH OWL DRIVE	owner not available	
5992 SCREECH OWL DR	LIVANCIC, DAMIR	5992 SCREECH OWL DRIVE	owner not available	
5988 SCREECH OWL DR	BOUTHETTIE, ADAM ROBERT	5988 SCREECH OWL DRIVE	owner not available	
5984 SCREECH OWL DR	MANITILLA, JOHN ANTHONY	5984 SCREECH OWL DRIVE	owner not available	
5980 SCREECH OWL DR	POLUZZI ARGUELLO, ALBERLY M.	5980 SCREECH OWL DRIVE	owner not available	
5976 SCREECH OWL DR	CHARLES, RHEMA	5976 SCREECH OWL DRIVE	owner not available	
5972 SCREECH OWL DR	BRITT, YANYAN	7962 AMAWALK CIRCLE	owner not available	
5968 SCREECH OWL DR	ROCHE, ANAMARY	5968 SCREECH OWL DRIVE	owner not available	
5964 SCREECH OWL DR	LUO, ERDA	154 10TH STREET APT. 9	owner not available	
5960 SCREECH OWL DR	BROWN, WANDA SCOTT	5960 SCREECH OWL DRIVE	owner not available	
5946 SCREECH OWL DR	ORTIZ-DALEY, NANCY	5946 SCREECH OWL DRIVE	owner not available	
5928 SCREECH OWL DR	BRIGGS, STACEY L	5928 SCREECH OWL DRIVE	owner not available	
5723 SCREECH OWL DR	CALDERON RODRIGUEZ, ANGEL M	5723 SCREECH OWL DRIVE	owner not available	
5719 SCREECH OWL DR	MAKINS, RYAN	5719 SCREECH OWL DRIVE	owner not available	
5715 SCREECH OWL DR	SNOW, VICTORIA DANIELLE	5715 SCREECH OWL DRIVE	owner not available	
5711 SCREECH OWL DR	SEICHRIST, YUSONG LU	5711 SCREECH OWL DRIVE	owner not available	
5707 SCREECH OWL DR	POSADA, FABIO A	60 DOUG ALLISON HEIGHTS	owner not available	
5703 SCREECH OWL DR	ROBINSON, CAMERON LEIGH	5703 SCREECH OWL DRIVE	owner not available	
5924 SCREECH OWL DR	CURTIS, YUEQIAO LI	5924 SCREECH OWL DRIVE	owner not available	
5916 SCREECH OWL DR	BARRIGA, MARIA SONIA	5916 SCREECH OWL DRIVE	owner not available	
5900 SCREECH OWL DR	BARBOUR, BENJAMIN	5900 SCREECH OWL DRIVE	owner not available	
5896 SCREECH OWL DR	GARDNER, COLE C	5896 SCREECH OWL DRIVE	owner not available	
5892 SCREECH OWL DR	ZHAO, RUIHONG	5892 SCREECH OWL DRIVE	owner not available	
5888 SCREECH OWL DR	LAN, SHIH-CHENG	5888 SCREECH OWL DRIVE	owner not available	
5884 SCREECH OWL DR	WEN, DAVID	5372 LACOSTA LANE	owner not available	
5880 SCREECH OWL DR	ANDERSON, JAMES MICHAEL	5880 SCREECH OWL DRIVE	owner not available	
5876 SCREECH OWL DR	VELASQUEZ DE VILLALT, BERTHA LIDIA	5876 SCREECH OWL DRIVE	owner not available	
5872 SCREECH OWL DR	DIGIOVANNI, SHERRY	5872 SCREECH OWL DRIVE	owner not available	
5868 SCREECH OWL DR	NZUNDU, DOLLY TULENGI	5868 SCREECH OWL DRIVE	owner not available	
5864 SCREECH OWL DR	WU, SHANSHAN	5864 SCREECH OWL DRIVE	owner not available	

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
5860 SCREECH OWL DR	YETTER, THOMAS WILLIAM	5860 SCREECH OWL DRIVE	owner not available	
5720 SCREECH OWL DR	PIRKLE, JASON P JOAN M	5720 SCREECH OWL DRIVE	yes	DocuSign
5728 SCREECH OWL DR	ZHANG, YU	P. O. BOX 2038	owner not available	
5732 SCREECH OWL DR	HUDNALL, III, LAWRENCE ALLEN	5732 SCREECH OWL DRIVE	owner not available	
5736 SCREECH OWL DR	MIRANDA, DERRICK	5736 SCREECH OWL DRIVE	yes	DocuSign
5740 SCREECH OWL DR	QIAN, XIAOJIONG	1866 ROYAL TROON COURT	owner not available	
5744 SCREECH OWL DR	WALKER, CAITLIN JOY	5744 SCREECH OWL DRIVE	owner not available	
5748 SCREECH OWL DR	CASH, RALSON ALEXANDER	5748 SCREECH OWL DRIVE	owner not available	
5752 SCREECH OWL DR	BARRERA AGUIRRE, OLGA LETICIA	5752 SCREECH OWL DRIVE	owner not available	
5756 SCREECH OWL DR	MAULDIN, PATRICK RYAN	5756 SCREECH OWL DRIVE	owner not available	
5760 SCREECH OWL DR	SHI, YIDE	2779 APPLE VALLEY ROAD	owner not available	
5764 SCREECH OWL DR	SN GEORGIA, LLC,	390 EAST VIA DE VENTURA SUITE 30	owner not available	
5768 SCREECH OWL DR	LOPES, DAMION ALEXANDER	5768 SCREECH OWL DRIVE	owner not available	
5772 SCREECH OWL DR	BAF 3, LLC, A DELAWARE LIMITED LIABILITY,	5001 PLAZA ON THE LAKE SUITE 200	owner not available	
5776 SCREECH OWL DR	ROSALES, EDDY	5776 SCREECH OWL DRIVE	owner not available	
5780 SCREECH OWL DR	MOATS, WILLIAM JOSEPH	5780 SCREECH OWL DRIVE	yes	DocuSign
5784 SCREECH OWL DR	MULLER, ROBERT	5784 SCREECH OWL DRIVE	owner not available	
5788 SCREECH OWL DR	BAILEY, SHARON D	5788 SCREECH OWL DRIVE	owner not available	
5792 SCREECH OWL DR	CHRISTIE, ERIC J	5792 SCREECH OWL DRIVE	owner not available	
5796 SCREECH OWL DR	MARKER, JEFFREY W.	5796 SCREECH OWL DRIVE	owner not available	
5895 SCREECH OWL DR	CARDENAS SANCHEZ, HELLY SAUL	5895 SCREECH OWL DRIVE	owner not available	
5800 SCREECH OWL DR	MORRIS, CHANNAH MARAH	5800 SCREECH OWL DRIVE	owner not available	
5804 SCREECH OWL DR	PALMER, ROBERT ANDREW	5804 SCREECH OWL DRIVE	owner not available	
5773 SCREECH OWL DR	HAHN, BEAU T	5773 SCREECH OWL DRIVE	owner not available	
5769 SCREECH OWL DR	BENNETT, DYLAN D	5769 SCREECH OWL DRIVE	owner not available	
5765 SCREECH OWL DR	ARNETT JR, BRUCE P.	6046 OVERBY RD	owner not available	
5761 SCREECH OWL DR	EDGE, WILLIAM ROBERT	5761 SCREECH OWL DRIVE	owner not available	
5757 SCREECH OWL DR	COVEY, DEBRA KAY	118 INDIAN AVENUE	owner not available	
5753 SCREECH OWL DR	ESCOBEDO, ILEANA MARISOL	5753 SCREECH OWL DRIVE	owner not available	
5840 SCREECH OWL DR	VARGAS SR, ERNESTO LUIS	5840 SCREECH OWL DRIVE	owner not available	
5836 SCREECH OWL DR	CHEN, XIAODAN	11095 CHANDON WAY	owner not available	
5832 SCREECH OWL DR	SHEPARD GATTON, EMILY RUTH	5832 SCREECH OWL DRIVE	owner not available	
5828 SCREECH OWL DR	MATHEWS LINDSEY FRANCES SHEPARD,	5828 SCREECH OWL DRIVE	owner not available	
5824 SCREECH OWL DR	BROTHERTON, SHARON B	5824 SCREECH OWL DRIVE	owner not available	
5820 SCREECH OWL DR	REED, TIMOTHY P	5820 SCREECH OWL DRIVE	owner not available	

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

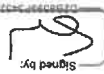
Shannon Wentzler

Property Owner Street Address:

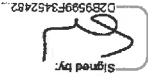
6011 Screech Owl Drive

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by: 

Date: 3/18/2025

Certificate Of Completion		
Envelope Id: CBEF9745-227D-4283-9B74-CCACDFB6CB3	Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf	Source Envelope:
Document Pages: 1	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Bill Moats
AutoNav: Enabled		bmoats@prophhecygames.com
Enveloped Stamping: Enabled		IP Address: 50.235.73.90
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		
Record Tracking		
Status: Original	Holder: Bill Moats	Location: DocuSign
3/18/2025 11:25:47 AM	bmoats@prophhecygames.com	
Signer Events		
Shannon Wentzler	Signed by:	Timestamp
shannonwentzler@gmail.com		Sent: 3/18/2025 11:26:43 AM
Security Level: Email, Account Authentication		Viewed: 3/18/2025 11:29:38 AM
(None)		Signed: 3/18/2025 11:30:01 AM
Electronic Record and Signature Disclosure:		
Not Offered via Docusign		
Signed using mobile		
Using IP Address: 166.198.157.69		
Signature Adoption: Drawn on Device		

In Person Signer Events		
Signature	Status	Timestamp
Editor Delivery Events		
Status	Status	Timestamp
Agent Delivery Events		
Status	Status	Timestamp
Intermediary Delivery Events		
Status	Status	Timestamp
Certified Delivery Events		
Status	Status	Timestamp
Carbon Copy Events		
Status	Status	Timestamp
Witness Events		
Signature	Signature	Timestamp
Notary Events		
Signature	Signature	Timestamp
Envelope Summary Events		
Status	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 11:26:43 AM
Certified Delivered	Security Checked	3/18/2025 11:29:38 AM
Signing Complete	Security Checked	3/18/2025 11:30:01 AM
Completed	Security Checked	3/18/2025 11:30:01 AM
Payment Events		
Status	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

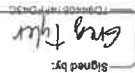
Greg Tyler

Property Owner Street Address:

5935 Screech Owl Dr

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:


Signed by: Greg Tyler

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 1EA48B3B-7757-4B17-926D-F748D29D459B
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Status: Completed

Envelope Originator: Bill Moats
 bmoats@prophhecygames.com
 IP Address: 50.235.73.90

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

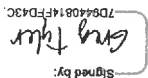
Status: Original
 3/18/2025 11:11:48 AM
 Holder: Bill Moats
 bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:12:22 AM
 Viewed: 3/19/2025 9:10:36 AM
 Signed: 3/19/2025 9:13:36 AM

Signed by: 
 708440814FFD43C

Greg Tyler
 gtyler@utalent.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 11:12:22 AM
 3/19/2025 9:10:36 AM
 3/19/2025 9:13:36 AM
 3/19/2025 9:13:36 AM

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Earline Sturges

Property Owner Street Address:

5947 screech owl dr

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSign
Signature
ID: 5686E9A1-5E7A-48F6-BFA5-DFF7BFF16699

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 5686E9A1-5E7A-48F6-BFA5-DF7BFF16699

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 12:43:53 PM

Holder: Bill Moats

bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Earline Sturges

earlinesturges@gmail.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature Adoption: Drawn on Device

Using IP Address: 107.193.4.37

Signed using mobile

DocuSigned by:
FEDB4B2554A456...

Signed: 3/18/2025 1:56:23 PM

Viewed: 3/18/2025 1:56:59 PM

Sent: 3/18/2025 12:44:37 PM

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Certified Delivered

Signing Complete

Completed

Hashed/Encrypted

Security Checked

Security Checked

Security Checked

3/18/2025 12:44:37 PM

3/18/2025 1:55:59 PM

3/18/2025 1:56:23 PM

3/18/2025 1:56:23 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Joan Pirkle

Property Owner Street Address:
5720 screech owl driv

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:


Date: 3/18/2025

Certificate Of Completion	
Envelope Id: 155E375D-7D11-488E-883D-257CA544A786	Status: Completed
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf	
Source Envelope:	
Document Pages: 1	
Certificate Pages: 1	
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
Record Tracking	
Status: Original	
3/18/2025 11:02:11 AM	
Holder: Bill Moats	
bmoads@prophhecygames.com	
Signer Events	
Signature	Timestamp
Signed by:  DC88874AD064F9... Sent: 3/18/2025 11:02:34 AM Viewed: 3/18/2025 3:37:20 PM Signed: 3/18/2025 3:38:42 PM	
Joan Pirkle	
joan_pirkle@yahoo.com	
Security Level: Email, Account Authentication	
(None)	
Electronic Record and Signature Disclosure: Not Offered via Docusign	
In Person Signer Events	
Signature	Timestamp
Editor Delivery Events	
Status	Timestamp
Agent Delivery Events	
Status	Timestamp
Intermediary Delivery Events	
Status	Timestamp
Certified Delivery Events	
Status	Timestamp
Carbon Copy Events	
Status	Timestamp
Witness Events	
Signature	Timestamp
Notary Events	
Signature	Timestamp
Envelope Summary Events	
Status	Timestamp
Envelope Sent	3/18/2025 11:02:34 AM
Certified Delivered	3/18/2025 3:37:20 PM
Signing Complete	3/18/2025 3:38:42 PM
Completed	3/18/2025 3:38:42 PM
Payment Events	
Status	Timestamp
Hashed/Encrypted	3/18/2025 11:02:34 AM
Security Checked	3/18/2025 3:37:20 PM
Security Checked	3/18/2025 3:38:42 PM
Security Checked	3/18/2025 3:38:42 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Darin Martell

Property Owner Street Address:
5903 Screech Owl Dr.

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:
Darin Martell
DocuSigned by: 0E3535F5FF447405

Date: 3/18/2025

Certificate Of Completion

Envelope ID: B08B3DB9-FCC7-48DC-A1EE-68D15084868D
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeID Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

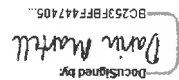
3/18/2025 11:09:58 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Signer Events

Signature

 Digitally signed by Darin Martell
 B0253FBFF447405...

Sent: 3/18/2025 11:10:32 AM
 Viewed: 3/18/2025 2:05:25 PM
 Signed: 3/18/2025 2:05:44 PM

Timestamp

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

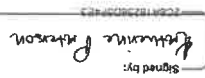
3/18/2025 11:10:33 AM
 3/18/2025 2:05:25 PM
 3/18/2025 2:05:44 PM
 3/18/2025 2:05:44 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Katherine Paterson

Property Owner Street Address:
5919 Screech Owl Drive, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by: Katherine Paterson

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 72827CC9-0EF7-4A6D-A4EB-898E6966D26D
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

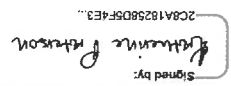
3/18/2025 11:10:50 AM

Holder: Bill Moats
 bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Katherine Paterson
 katherine3782@live.com
 Security Level: Email, Account Authentication
 (None)
 Signed by:  208A1825805F4E3...
 Signed: 3/18/2025 11:11:24 AM
 Viewed: 3/18/2025 5:14:22 PM
 Signed: 3/18/2025 5:15:33 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 24.197.159.228
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Completed

Signing Complete

Certified Delivered

Envelope Sent

Hashed/Encrypted

3/18/2025 11:11:24 AM

Security Checked

3/18/2025 5:14:22 PM

Security Checked

3/18/2025 5:15:33 PM

Security Checked

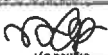
3/18/2025 5:15:33 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name: Sarah Conard

Property Owner Street Address: 6012 Screech Owl Drive, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Signed by: 

Property Owner Signature: _____
Date: 3/19/2025

Envelope Id: 2D7B8819-BBE3-45F6-A5DA-7217D7D2C9A8

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

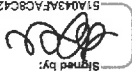
Record Tracking

Status: Original

Holder: Bill Moats

3/19/2025 7:57:39 AM

Signed by:



51A03AFAC8C12B...

Sent: 3/19/2025 7:59:32 AM

Viewed: 3/19/2025 8:02:45 AM

Signed: 3/19/2025 8:03:12 AM

Signature Adoption: Drawn on Device

Using IP Address: 174.201.183.193

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Greg Hanson

Property Owner Street Address:

5875 screech owl dr.

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by: Greg Hanson

Date: 3/18/2025

Certificate Of Completion

Envelope id: 09B1AF07-7D6C-45FB-9316-81AADC7899EA
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 7:55:49 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Location: Docusign

Status: Completed

Envelope Originator:

Bill Moats

bmoats@prophhecygames.com

IP Address: 50.235.73.90

Signer Events

Greg Hanson

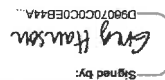
member1summitlakebho@aoutlook.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature Adoption: Pre-selected Style
 Using IP Address: 172.56.64.70
 Signed using mobile

Signed by:

 D9a070C0C0CEB44A...

Sent: 3/18/2025 7:56:41 AM
 Viewed: 3/18/2025 9:40:44 AM
 Signed: 3/18/2025 9:42:10 AM

Timestamp

Signature

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 7:56:42 AM
 3/18/2025 9:40:44 AM
 3/18/2025 9:42:10 AM
 3/18/2025 9:42:10 AM

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

BITT Moats

5780 Screech Owl Drive

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Assigned by: R. N. M. 227

3/18/2025

Date:

Certificate Of Completion

Envelope ID: C49FB26C-D22A-47FE-A462-23A3F15539BE

Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 7:46:40 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Signer Events**Signature****Timestamp**Sent: 3/18/2025 7:55:34 AM
Viewed: 3/18/2025 8:01:15 AM
Signed: 3/18/2025 8:01:39 AM

Signature Adoption: Drawn on Device

Using IP Address: 50.235.73.90

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**Hashed/Encrypted
Security Checked
Security Checked
Security Checked3/18/2025 7:55:34 AM
3/18/2025 8:01:15 AM
3/18/2025 8:01:39 AM
3/18/2025 8:01:39 AM**Payment Events**Envelope Sent
Certified Delivered
Signing Complete
Completed**Status****Timestamps**

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Bill Mackers

Property Owner Street Address:

5887 screech owl drive, Flowery Branch GA, 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Bill Mackers
Signed by: 015586729232403

Date: 3/19/2025

Certificate Of Completion

Envelope ID: 348E4170-B222-401C-87B8-6AF74C16A57D
 Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeID Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/19/2025 8:08:29 AM

Holder: Bill Moats

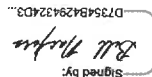
bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/19/2025 8:09:13 AM
 Viewed: 3/19/2025 10:39:11 AM
 Signed: 3/19/2025 10:40:41 AM

Signed by:  07354B429432403...

Signature Adoption: Pre-selected Style
 Using IP Address: 146.75.232.145

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Payment Events

Status

Timestamps

3/19/2025 8:09:14 AM
 3/19/2025 10:39:11 AM
 3/19/2025 10:40:41 AM
 3/19/2025 10:40:41 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

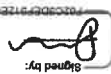
Derrick Miranda

Property Owner Street Address:

5736 screech owl dr. Flowery Branch GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:


Signed by: _____

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 6717676B-541E-461B-A10A-99364EFF4F23C
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

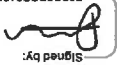
Record Tracking

Status: Original

3/19/2025 10:53:03 AM

Signer Events

Signature

Signed by:

F82C5DFF612E404...

Derrick Miranda
derrickmiranda.business@gmail.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature Adoption: Drawn on Device
Using IP Address: 172.225.214.65
Signed using mobile

Timestamp

Sent: 3/19/2025 10:54:03 AM
Viewed: 3/19/2025 4:36:15 PM
Signed: 3/19/2025 4:37:16 PM

Location: Docusign

Envelope Originator:

Bill Moats

bmoats@prophhecygames.com

IP Address: 50.235.73.90

Envelope Summary Events

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Payment Events

Status

Completed
Signing Complete
Certified Delivered
Envelope Sent

Timestamps

3/19/2025 10:54:03 AM
3/19/2025 4:36:15 PM
3/19/2025 4:37:16 PM
3/19/2025 4:37:16 PM

Notary Events

Signature

Timestamp

Witness Events

Signature

Timestamp

Carbon Copy Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Editor Delivery Events

Status

Timestamp

In Person Signer Events

Signature

Timestamp

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Taylor Bailey

Property Owner Street Address:
5879 Screech Owl Dr, Flowery Branch, Ga 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature: _____
Date: 3/19/2025

Signed by: 

Certificate Of Completion

Envelope Id: 02B72B33-0E1C-466C-80CF-2B61D2C865DC
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

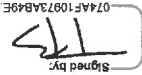
3/18/2025 11:08:56 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Signer Events

Signature

Signed by:

074AF10973AB9E...

Taylor Bailey
[taylorbailey07@gmail.com]
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature Adoption: Drawn on Device
Using IP Address: 108.213.140.29
Signed using mobile

Timestamp

Sent: 3/18/2025 11:09:40 AM
Viewed: 3/19/2025 2:03:15 PM
Signed: 3/19/2025 2:03:57 PM

Location: Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed
Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:09:40 AM
3/19/2025 2:03:15 PM
3/19/2025 2:03:57 PM
3/19/2025 2:03:57 PM

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
6042 TRUMPET FLOWER AVE	HEISEY, ETHAN PEARCE	6042 TRUMPET FLOWER AVENUE	owner not available	
6038 TRUMPET FLOWER AVE	NEWTON, WESLEY AARON	6038 TRUMPET FLOWER AVENUE	owner not available	
6034 TRUMPET FLOWER AVE	ZINSLI, MICHAEL	6034 TRUMPET FLOWER AVE	owner not available	
6030 TRUMPET FLOWER AVE	RUIZ, EDWIN ANDRES QUITIAN	6030 TRUMPET FLOWER AVENUE	owner not available	
6043 TRUMPET FLOWER AVE	SHEVCHENKO, JR., JAMES PHILIP	6043 TRUMPET FLOWER AVENUE	owner not available	
6047 TRUMPET FLOWER AVE	VELASQUEZ-GARCIA, VILMA G.	6047 TRUMPET FLOWER AVENUE	owner not available	
6063 TRUMPET FLOWER AVE	PENA VALLES, SOFIA V.	6063 TRUMPET FLOWER AVENUE	owner not available	
6075 TRUMPET FLOWER AVE	LOPEZ GARCIA, JOSE M.	6075 TRUMPET FLOWER AVENUE	owner not available	
6079 TRUMPET FLOWER AVE	ATIENZA, JON PAUL LANDICHO	6079 TRUMPET FLOWER AVENUE	owner not available	
6086 TRUMPET FLOWER AVE	LECOEUVRE, JOEL ROBERT	6086 TRUMPET FLOWER AVENUE	owner not available	
6082 TRUMPET FLOWER AVE	CAMACARO RODRIGUEZ, ORLANDO JOSE	6082 TRUMPET FLOWER AVENUE	owner not available	
6078 TRUMPET FLOWER AVE	CORREA LINARES, GABRIEL A.	6078 TRUMPET FLOWER AVENUE	owner not available	
6074 TRUMPET FLOWER AVE	BEDWELL JR, ROBERT PHILLIP	6074 TRUMPET FLOWER AVENUE	yes	DocuSign
6070 TRUMPET FLOWER AVE	BELLO HERNANDEZ, MARIA M.	6070 TRUMPET FLOWER AVE	owner not available	
6066 TRUMPET FLOWER AVE	YANG, MAOQIAO	5765 BRIDLETON CROSSING	owner not available	
6062 TRUMPET FLOWER AVE	ROSADO, DEIVI ALFREDO VILLEG	6062 TRUMPET FLOWER AVENUE	owner not available	
6058 TRUMPET FLOWER AVE	BARRIOS PINA, ANTHONY RICHARD	6058 TRUMPET FLOWER AVENUE	owner not available	
6054 TRUMPET FLOWER AVE	SULISTIO, WIDJAJA	4936 HIBERNIA DRIVE	owner not available	
6050 TRUMPET FLOWER AVE	LEIDY, MARIANNE S	6050 TRUMPET FLOWER AVE	yes	DocuSign
6046 TRUMPET FLOWER AVE	AWDI, RIMA AHMAD	6046 TRUMPET FLOWER AVENUE	owner not available	

Trumpet Flower

Homes 20
10% 2
Yes 2

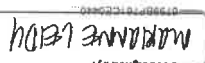
Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
MARIANNE LEIDY

Property Owner Street Address:
6050 Trumpet Flower Avenue

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Date: 3/18/2025

Property Owner Signature:  Designated by: 013987161C262010

Certificate Of Completion

Envelope Id: 88289D1F-D034-47EB-AD73-DA65B2A2E907

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:38:53 AM

Holder: Bill Moats

bmoats@prophocygames.com

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:39:28 AM

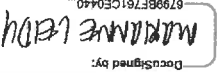
Viewed: 3/18/2025 7:01:41 PM

Signed: 3/18/2025 7:03:02 PM

MARIANNE LEIDY
mar_idy@bellsouth.net
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature Adoption: Pre-selected Style
Using IP Address: 107.193.4.122
Signed using mobile


Docusign by: 6798F761CE0440..

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:39:28 AM
3/18/2025 7:01:41 PM
3/18/2025 7:03:02 PM
3/18/2025 7:03:02 PM

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Bob Redwell

Property Owner Street Address:

6074 Trumpet Flower Ave

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Bob Redwell

Signed by:

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 0C3DD227-F923-4A9A-A7C1-AC684B71AD43

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 7:59:08 AM

Holder: Bill Moats
bmoats@prophocygames.com

Location: Docusign

Signer Events

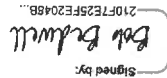
Signature

Timestamp

Sent: 3/18/2025 7:59:49 AM
Viewed: 3/18/2025 10:27:21 AM
Signed: 3/18/2025 10:28:18 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature Adoption: Pre-selected Style
Using IP Address: 107.218.252.176
Signed using mobile


Signed by: 210F7E25FE2048B...

Bob Bedwell
member2summitlakebhoa@outlook.com
Security Level: Email, Account Authentication
(None)

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 7:59:49 AM
3/18/2025 10:27:21 AM
3/18/2025 10:28:18 AM
3/18/2025 10:28:18 AM

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5709 TURNSTONE TRL	CAO, JIE	243 SOUTHERN HILL DR.	owner not available	
5705 TURNSTONE TRL	DAS, RAKA	1160 SONOMA CHASE	owner not available	
5701 TURNSTONE TRL	HAYES, HANNAH	5701 TURNSTONE TRAIL	yes	DocuSign
5702 TURNSTONE TRL	PAN, QIUYA	2779 APPLE VALLEY	owner not available	
5706 TURNSTONE TRL	WYRICK, JOHN THOMAS	5706 TURNSTONE TRAIL	owner not available	
5710 TURNSTONE TRL	PAN, QIUYA	2779 APPLE VALLEY	owner not available	
5714 TURNSTONE TRL	JOHNSON, PAYDEN LEE	5714 TURNSTONE TRAIL	owner not available	
5718 TURNSTONE TRL	URREA, VANESSA	5718 TURNSTONE TRAIL	owner not available	
5722 TURNSTONE TRL	MCCLURE, JOSHUA RYAN	5722 TURNSTONE TRAIL	yes	DocuSign
5726 TURNSTONE TRL	WALKER, AMANDA JEAN	341 SKIDDER WAY	owner not available	
5730 TURNSTONE TRL	FOLSE, CALEB	5730 TURNSTONE TRAIL	owner not available	
5734 TURNSTONE TRL	VANKEMPE, JOSHUA TROY	5734 TURNSTONE TRAIL	owner not available	
5738 TURNSTONE TRL	REYES-FLORES, JUAN	5738 TURNSTONE TRAIL	owner not available	
5742 TURNSTONE TRL	CAI, SHUANG	8210 ROYAL TROON DRIVE	owner not available	
5746 TURNSTONE TRL	NTUMBA, CHANTAL	5746 TURNSTONE TRAIL	owner not available	
5750 TURNSTONE TRL	KNOWLES, REBEKAH ANN	5750 TURNSTONE TRAIL	owner not available	
5754 TURNSTONE TRL	PAZ, ALIDA SOTO	5754 TURNSTONE TRAIL	owner not available	
5758 TURNSTONE TRL	DEKLE, II, SEAN EDWARD	5758 TURNSTONE TRAIL	owner not available	
5762 TURNSTONE TRL	MARTINEZ, ROMAN R	5762 TURNSTONE TRAIL	owner not available	
5766 TURNSTONE TRL	YANG, MAOQIAO	5766 TURNSTONE TRAIL	owner not available	
5770 TURNSTONE TRL	BROWN, KRISTIE HOPE	5770 TURNSTONE TRAIL	owner not available	
5774 TURNSTONE TRL	FLORES GONZALEZ, JOSE LUIS	5774 TURNSTONE TRAIL	owner not available	
5778 TURNSTONE TRL	RAMIREZ, GABRIELA	5778 TURNSTONE TRAIL	owner not available	
5782 TURNSTONE TRL	FOLSE, CALEB	5782 TURNSTONE TRAIL	owner not available	
5786 TURNSTONE TRL	SANCHEZ, LEONARDO GIMENEZ	5786 TURNSTONE TRAIL	owner not available	
5790 TURNSTONE TRL	SPRINGER, NATASHA BERCEY	5790 TURNSTONE TRAIL	yes	DocuSign
5794 TURNSTONE TRL	LEONG, SU H.	5794 TURNSTONE TRAIL	owner not available	
5798 TURNSTONE TRL	ZHAN, HONG	125 WOODSHIRE LANE	owner not available	
5802 TURNSTONE TRL	PRIETO, ARONILDA URDANETA	5802 TURNSTONE TRAIL	owner not available	
5806 TURNSTONE TRL	PEREIRA DAAL, JOHAN J.	5806 TURNSTONE TRAIL	owner not available	
5810 TURNSTONE TRL	YOSHIDA, YUMEKO	5810 TURNSTONE TRAIL	owner not available	
5814 TURNSTONE TRL	LIU, ZHIQIANG	4430 ATWOOD DR.	owner not available	
5818 TURNSTONE TRL	VASQUEZ PEREZ, CARLOS A.	5818 TURNSTONE TRAIL	owner not available	
5821 TURNSTONE TRL	FABINY, AUDREY PAIGE	5821 TURNSTONE TRAIL	owner not available	
5815 TURNSTONE TRL	HENDERSON, DARLENE DEE	5815 TURNSTONE TRAIL	owner not available	
5811 TURNSTONE TRL	BARNES, AVIS L	5811 TURNSTONE TRAIL	owner not available	

Homes
10%
Yes

55
5.5
6

Turnstone

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5807 TURNSTONE TRL	CAI, SHUANG	8210 ROYAL TROON DR.	owner not available	
5803 TURNSTONE TRL	BUTLER, QIANA LASHEA	5803 TURNSTONE TRAIL	yes	DocuSign
5799 TURNSTONE TRL	GERSMER, II, DAVID KARL, CHANCEY	8310 AINSWORTH DRIVE	owner not available	
5795 TURNSTONE TRL	AHMAD, TUFAIL	5795 TURNSTONE TRAIL	owner not available	
5791 TURNSTONE TRL	CAI, SHUANG	8210 ROYAL TROON DRIVE	owner not available	
5787 TURNSTONE TRL	GINN, HAYLEY ELIZABETH	5787 TURNSTONE TRAIL	owner not available	
5783 TURNSTONE TRL	WOOD, DANIEL COLTON	5783 TURNSTONE TRAIL	yes	DocuSign
5779 TURNSTONE TRL	RAHIMI, ADAM	5779 TURNSTONE TRAIL	owner not available	
5775 TURNSTONE TRL	MURILLO, AUREN A	5775 TURNSTONE TRAIL	owner not available	
5771 TURNSTONE TRL	PAK, SANG	1834 BALLYBUNION DRIVE	owner not available	
5767 TURNSTONE TRL	SERRANO, BORIS E.	5767 TURNSTONE TRAIL	owner not available	
5763 TURNSTONE TRL	KHANG, CHIMENG	5763 TURNSTONE TRAIL	owner not available	
5759 TURNSTONE TRL	IORDACHE, VALENTIN	5759 TURNSTONE TRAIL	owner not available	
5755 TURNSTONE TRL	EASON, KIMBERLY J	5755 TURNSTONE TRAIL	owner not available	
5751 TURNSTONE TRL	LEE, MIN YOUNG	5751 TURNSTONE TRAIL	owner not available	
5747 TURNSTONE TRL	JONES, LEON	7815 PLEASANT HOLLOW LANE	owner not available	
5743 TURNSTONE TRL	OH, EDWARD	5743 TURNSTONE TRAIL	owner not available	
5739 TURNSTONE TRL	HODGES, DAVID	5452 OAK CREST LANE	owner not available	
5735 TURNSTONE TRL	FARMER, DONNA ANN; MASIERIS BRIAN	5735 TURNSTONE TRAIL	yes	DocuSign

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

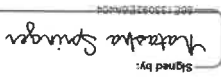
Natasha Springer

Property Owner Street Address:

5790 Turnstone Trail

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:


Signed by: Natasha Springer
86613092E0A0004

Date: 3/21/2025

Certificate Of Completion

Envelope Id: 8FABC120-186E-4016-8E21-7974BBD7551F

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/21/2025 7:16:31 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Location: Docusign

Signer Events

Signature

Timestamp

Sent: 3/21/2025 7:18:29 AM
Viewed: 3/21/2025 7:23:55 AM
Signed: 3/21/2025 7:24:51 AM

Signature Adoption: Pre-selected Style

Using IP Address: 107.193.1.34

Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via Docusign

(None)

Security Level: Email, Account Authentication

n1sping@yahoo.com

Natasha Springer

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

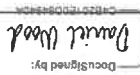
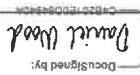
3/21/2025 7:18:29 AM
3/21/2025 7:23:55 AM
3/21/2025 7:24:51 AM
3/21/2025 7:24:51 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Daniel Wood

Property Owner Street Address:
5783 Turnstone Trl, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:  DocuSign by: 

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 18362E5C-8705-43D8-ABEA-1AD4A1DFABB6
Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:
Document Pages: 1
Certificate Pages: 1
AutoNav: Enabled
Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

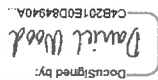
Record Tracking

Status: Original
3/18/2025 11:13:21 AM

Holder: Bill Moats
bmoats@prophocygames.com

Signer Events

Signature

DocuSigned by:

CAR201ED04540A

Daniel Wood
danielcottonwood@gmail.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signed using mobile
Using IP Address: 107.140.148.192
Signature Adoption: Pre-selected Style

Sent: 3/18/2025 11:13:52 AM
Resent: 3/19/2025 8:00:42 AM
Viewed: 3/19/2025 8:01:23 AM
Signed: 3/19/2025 8:02:11 AM

Timestamp

Location: DocuSign

Envelope Originator:
Bill Moats
bmoats@prophocygames.com

IP Address: 50.235.73.90

Status: Completed

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:13:52 AM
3/19/2025 8:01:23 AM
3/19/2025 8:02:11 AM
3/19/2025 8:02:11 AM

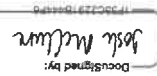
Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Josh McClure

Property Owner Street Address:
5722 Turnstone Trail Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:  DocuSign by: Josh McClure

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 0101D2E5-68D8-41BC-A17C-9E16CBC641B8
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:
Document Pages: 1
Certificate Pages: 1
Initials: 0

AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
IP Address: 50.235.73.90
Bill Moats
bmoats@prophhecygames.com

Status: Completed

Record Tracking

Status: Original
3/18/2025 11:14:03 AM
Holder: Bill Moats
bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:14:36 AM
Viewed: 3/18/2025 11:21:30 AM
Signed: 3/18/2025 11:48:13 AM

Josh McClure
mclure@xpesports.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Payment Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

3/18/2025 11:14:36 AM
3/18/2025 11:21:30 AM
3/18/2025 11:48:13 AM
3/18/2025 11:48:13 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Hannah Paige Hayes

Property Owner Street Address:
5701 Turnstone Trl Flowery branch ga 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature: _____
Date: 3/18/2025

Signed by: 

Certificate Of Completion

Envelope Id: 54E6BBB0-2158-4437-8020-9E7265BBE0084

Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:14:59 AM

Holder: Bill Moats

bmoats@prophetcygames.com

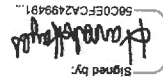
Location: DocuSign

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:15:31 AM
Viewed: 3/18/2025 2:58:54 PM
Signed: 3/18/2025 2:59:56 PM

Signed by: 

Hannah Paige Hayes
hannahhayes25@gmail.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature Adoption: Drawn on Device
Using IP Address: 104.28.32.193
Signed using mobile

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
3/18/2025 11:15:31 AM
3/18/2025 2:58:54 PM
3/18/2025 2:59:56 PM
3/18/2025 2:59:56 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Donna Farmer

Property Owner Street Address:

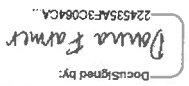
5735 Turnstone Trail Flowery Branch GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Donna Farmer
DocuSign by: 22632973C05AC...

Date: 3/19/2025

Certificate Of Completion	
Envelope Id: C2EB4FA8-2D45-404E-A5EA-416A6F49AB38	
Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
Record Tracking	
Status: Original	Holder: Bill Moats
3/18/2025 11:39:37 AM	bmoats@prophhecygames.com
Signer Events	
Signature	
DocuSigned by:  224535AF3C06CA...	
Donna Farmer	
donnafarmer75@yahoo.com	
Security Level: Email, Account Authentication	
(None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	
Signed using mobile	
Using IP Address: 172.58.1.96	
Signature Adoption: Pre-selected Style	
Signed: 3/19/2025 8:22:01 AM	
Viewed: 3/19/2025 8:20:45 AM	
Sent: 3/18/2025 11:40:10 AM	
Timestamp	
In Person Signer Events	
Signature	
Timestamp	
Editor Delivery Events	
Status	
Timestamp	
Agent Delivery Events	
Status	
Timestamp	
Intermediary Delivery Events	
Status	
Timestamp	
Certified Delivery Events	
Status	
Timestamp	
Carbon Copy Events	
Status	
Timestamp	
Witness Events	
Signature	
Timestamp	
Notary Events	
Signature	
Timestamp	
Envelope Summary Events	
Status	
Timestamps	
3/18/2025 11:40:10 AM	
3/19/2025 8:20:45 AM	
3/19/2025 8:22:01 AM	
3/19/2025 8:22:01 AM	
Payment Events	
Status	
Timestamps	
Completed	
Envelope Sent	
Certified Delivered	
Signing Complete	
Completed	

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Qiana Butler

Property Owner Street Address:

5803 Turnstone Trail Flowery Branch, GA. 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:


Signed by: [Signature]

Date: 3/18/2025

Certificate Of Completion

Envelope Id: B21A4DAF-F860-4B03-8093-78C78265B926

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 9:17:36 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Location: Docusign

Signer Events**Signature****Timestamp**

Sent: 3/18/2025 9:18:24 AM

Viewed: 3/18/2025 9:18:59 AM

Signed: 3/18/2025 9:20:32 AM

(None)

Security Level: Email, Account Authentication

vptresssummitakefbhoa@outlook.com

Qiana Butler

Electronic Record and Signature Disclosure:
Not Offered via DocusignSignature Adoption: Drawn on Device
Using IP Address: 198.246.100.83
Signed using mobile
Signed by: E18AEC8FC4A3C...**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Certified Delivered

Signing Complete

Completed

Payment Events**Status****Timestamps**

Hashed/Encrypted

Security Checked

Security Checked

Security Checked

3/18/2025 9:18:24 AM

3/18/2025 9:18:59 AM

3/18/2025 9:20:32 AM

3/18/2025 9:20:32 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

HUMBERTO CHOUA

Property Owner Street Address:

5940 Hoot Owl Ln.

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Date: 03/20/25



Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5662 WHISTLING SPARROW LN	POSADA, HUMBERTO	5662 WHISTLING SPARROW LANE	owner not available	
5666 WHISTLING SPARROW LN	GAUTHIER, JR, BRENT L	5666 WHISTLING SPARROW LANE	owner not available	
5670 WHISTLING SPARROW LN	VEAL, WENDELL R	5670 WHISTLING SPARROW LANE	owner not available	
5674 WHISTLING SPARROW LN	MORRIS, MICHAEL	5674 WHISTLING SPARROW LANE	owner not available	
5678 WHISTLING SPARROW LN	PEROZO HERNANDEZ, JOSE C.	5678 WHISTLING SPARROW LANE	owner not available	
5682 WHISTLING SPARROW LN	KING, BROOKS BRITTANY	5682 WHISTLING SPARROW LANE	yes	Docusign
5665 WHISTLING SPARROW LN	DALE, SPENCER L	5665 WHISTLING SPARROW LANE	owner not available	
5669 WHISTLING SPARROW LN	OLVERA, EMILY HAMMOND, DANIEL CARLOS	5669 WHISTLING SPARROW LANE	yes	Docusign

Homes 8
10% 0.8
Yes 2

Whistling
Sparrows

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Brittany King

Property Owner Street Address:

5682 Whistling Sparrow Ln

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

Brittany King

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 5B1B3764-08AE-4318-AB50-8830A5A5B1C7
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

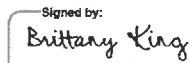
Status: Original
 3/18/2025 11:07:22 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Brittany King
 bking306@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 4F3C234C796F4D6...

Signature Adoption: Pre-selected Style
 Using IP Address: 174.201.167.108
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:07:54 AM
 Viewed: 3/18/2025 11:10:17 AM
 Signed: 3/18/2025 11:11:51 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/18/2025 11:07:54 AM
Certified Delivered	Security Checked	3/18/2025 11:10:17 AM
Signing Complete	Security Checked	3/18/2025 11:11:51 AM
Completed	Security Checked	3/18/2025 11:11:51 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

daniel olvera

Property Owner Street Address:

5669 Whistling Sparrow Lane Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

PT8008F038FF47P

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 1C93F4DC-0D7E-45A8-8491-5256AE2B4758
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

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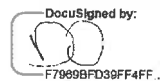
Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Daniel Olvera
 dcolvera23@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature



Signature Adoption: Drawn on Device
 Using IP Address: 107.193.2.52
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:31:24 AM
 Viewed: 3/18/2025 3:01:05 PM
 Signed: 3/18/2025 3:01:38 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 11:31:25 AM
Certified Delivered	Security Checked	3/18/2025 3:01:05 PM
Signing Complete	Security Checked	3/18/2025 3:01:38 PM
Completed	Security Checked	3/18/2025 3:01:38 PM
Payment Events	Status	Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
6042 TRUMPET FLOWER AVE	HEISEY, ETHAN PEARCE	6042 TRUMPET FLOWER AVENUE	owner not available	
6038 TRUMPET FLOWER AVE	NEWTON, WESLEY AARON	6038 TRUMPET FLOWER AVENUE	owner not available	
6034 TRUMPET FLOWER AVE	ZINSLI, MICHAEL	6034 TRUMPET FLOWER AVE	owner not available	
6030 TRUMPET FLOWER AVE	RUIZ, EDWIN ANDRES QUITIAN	6030 TRUMPET FLOWER AVENUE	owner not available	
6043 TRUMPET FLOWER AVE	SHEVCHENKO, JR., JAMES PHILIP	6043 TRUMPET FLOWER AVENUE	owner not available	
6047 TRUMPET FLOWER AVE	VELASQUEZ-GARCIA, VILMA G.	6047 TRUMPET FLOWER AVENUE	owner not available	
6063 TRUMPET FLOWER AVE	PENA VALLES, SOFIA V.	6063 TRUMPET FLOWER AVENUE	owner not available	
6075 TRUMPET FLOWER AVE	LOPEZ GARCIA, JOSE M.	6075 TRUMPET FLOWER AVENUE	owner not available	
6079 TRUMPET FLOWER AVE	ATIENZA, JON PAUL LANDICHO	6079 TRUMPET FLOWER AVENUE	owner not available	
6086 TRUMPET FLOWER AVE	LECOEUVRE, JOEL ROBERT	6086 TRUMPET FLOWER AVENUE	owner not available	
6082 TRUMPET FLOWER AVE	CAMACARO RODRIGUEZ, ORLANDO JOSE	6082 TRUMPET FLOWER AVENUE	owner not available	
6078 TRUMPET FLOWER AVE	CORREA LINARES, GABRIELA.	6078 TRUMPET FLOWER AVENUE	owner not available	
6074 TRUMPET FLOWER AVE	BEDWELL JR, ROBERT PHILLIP	6074 TRUMPET FLOWER AVENUE	yes	DocuSign
6070 TRUMPET FLOWER AVE	BELLO HERNANDEZ, MARIA M.	6070 TRUMPET FLOWER AVE	owner not available	
6066 TRUMPET FLOWER AVE	YANG, MAOQIAO	5765 BRIDLETON CROSSING	owner not available	
6062 TRUMPET FLOWER AVE	ROSADO, DEIVI ALFREDO VILLEG	6062 TRUMPET FLOWER AVENUE	owner not available	
6058 TRUMPET FLOWER AVE	BARRIOS PINA, ANTHONY RICHARD	6058 TRUMPET FLOWER AVENUE	owner not available	
6054 TRUMPET FLOWER AVE	SULISTIO, WIDJAJA	4936 HIBERNIA DRIVE	owner not available	
6050 TRUMPET FLOWER AVE	LEIDY, MARIANNE S	6050 TRUMPET FLOWER AVE	yes	DocuSign
6046 TRUMPET FLOWER AVE	AWDI, RIMA AHMAD	6046 TRUMPET FLOWER AVENUE	owner not available	

Wild Olive

Homes 20
10% 2
Yes 2

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
5608 WILD OLIVE DR	TRAN, QUOC T.	5608 WILD OLIVE DRIVE	owner not available	
5612 WILD OLIVE DR	PALACIOS, OLIVIA	5612 WILD OLIVE DRIVE	owner not available	
5616 WILD OLIVE DR	CONES, IMANI J	5616 WILD OLIVE DR	owner not available	
5620 WILD OLIVE DR	MERCADO, PABLO	5620 WILD OLIVE DRIVE	owner not available	
5624 WILD OLIVE DR	SMITH, LAMIESHEA BILAL	5624 WILD OLIVE DRIVE	owner not available	
5628 WILD OLIVE DR	SOLES, BRITTANY	5628 WILD OLIVE DRIVE	owner not available	
5632 WILD OLIVE DR	SUMMERVILLE, ROGER W	5632 WILD OLIVE DRIVE	owner not available	
5636 WILD OLIVE DR	BEDOYA, CESAR HUMBERTO	5636 WILD OLIVE DRIVE	owner not available	
5640 WILD OLIVE DR	HAYNES, JUSTIN R	5640 WILD OLIVE DRIVE	owner not available	
5644 WILD OLIVE DR	BAILEY, JENNIFER F	5644 WILD OLIVE DRIVE	yes	DocuSign
5648 WILD OLIVE DR	FERNANDEZ, MADELIN M	5648 WILD OLIVE DRIVE	owner not available	
5609 WILD OLIVE DR	NILAND, GARY DAVID	5609 WILD OLIVE DRIVE	owner not available	
5613 WILD OLIVE DR	SLADEK, WENDY	5613 WILD OLIVE DRIVE	yes	DocuSign
5617 WILD OLIVE DR	TRACY-SCHUMACHER, SUZANNE LEA	5617 WILD OLIVE DRIVE	owner not available	

Homes 14
10% 1.4
Yes 2

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Jennifer Bailey

Property Owner Street Address:

5644 wild olive Drive

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:

8022CDE43B14F8

Date: 3/18/2025

Certificate Of Completion

Envelope Id: F462BB54-4CEE-49A5-B048-6700710BEDF8
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:29:27 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Jennifer Bailey
 jenniferbailey2008@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 6822CBE43AB14F8...

Signature Adoption: Drawn on Device
 Using IP Address: 128.92.189.83
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:30:01 AM
 Viewed: 3/18/2025 11:56:39 AM
 Signed: 3/18/2025 11:58:00 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 11:30:01 AM
Certified Delivered	Security Checked	3/18/2025 11:56:39 AM
Signing Complete	Security Checked	3/18/2025 11:58:00 AM
Completed	Security Checked	3/18/2025 11:58:00 AM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

wendy Sladek

Property Owner Street Address:

5613 Wild Olive Drive Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

Wendy Sladek

Date: 3/20/2025

Certificate Of Completion

Envelope Id: DED2AEEC-9320-4F09-A9C4-2AE356CDFAF4
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:30:10 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Wendy Sladek
 wjsladek@hotmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 94E1F186FD884A2...

Signature Adoption: Pre-selected Style
 Using IP Address: 162.206.34.187
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:30:42 AM
 Viewed: 3/18/2025 11:49:14 AM
 Signed: 3/20/2025 3:49:50 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 11:30:43 AM
 3/18/2025 11:49:14 AM
 3/20/2025 3:49:50 AM
 3/20/2025 3:49:50 AM

Payment Events

Status

Timestamps



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: FY2026 Budget Presentation

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

According to State Law O.C.G.A 36-81-5(C), On the date established by each governing authority, the proposed budget shall be submitted to the governing authority for the body's review prior to enactment of the budget ordinance or resolution. (D) On the day that the proposed budget is submitted to the governing authority for consideration, a copy of the budget shall be placed in a public location which is convenient to the residents of the unit of local government. The governing authority shall make every effort to provide convenient to the public to review the budget prior to adoption by the governing authority. A copy of the budget shall also be made available, upon request, to the new media. (E) A statement advising the residents of the local unit of government of the availability of the proposed budget shall be published in a newspaper of general circulation within the jurisdiction of the governing authority. The notice shall be published during the week in which the proposed budget is submitted to the governing authority. In addition, the statement shall also advise the residents that a public hearing will be held at which time any persons wishing to be heard on the budget may appear. The statement shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.

FACTS AND ISSUES:

Finance is providing a copy of the proposed budget at the required legal level of control, along with the proposed FY2026 Capital Improvements Plan and Proposed Authorized positions. All Advertisement requirements have been met.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Discussion Only

SAMPLE MOTION:

N/A

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - FY2026 Budget Presentation.pdf](#)
- [FY2026 Proposed budget & Authorized Positions.pdf](#)
- [FY2026 Capital Summary.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: FY2026 Budget Presentation

DATE: May 15, 2025

() RECOMMENDATION

BUDGET INFORMATION:

() POLICY DISCUSSION

(X) STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: Discussion Only

PURPOSE:

FY2026 Budget Presentation.

HISTORY:

According to State Law O.C.G.A 36-81-5(C), On the date established by each governing authority, the proposed budget shall be submitted to the governing authority for the body's review prior to enactment of the budget ordinance or resolution. (D) On the day that the proposed budget is submitted to the governing authority for consideration, a copy of the budget shall be placed in a public location which is convenient to the residents of the unit of local government. The governing authority shall make every effort to provide convenient to the public to review the budget prior to adoption by the governing authority. A copy of the budget shall also be made available, upon request, to the new media. (E) A statement advising the residents of the local unit of government of the availability of the proposed budget shall be published in a newspaper of general circulation within the jurisdiction of the governing authority. The notice shall be published during the week in which the proposed budget is submitted to the governing authority. In addition, the statement shall also advise the residents that a public hearing will be held at which time any persons wishing to be heard on the budget may appear. The statement shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.

FACTS AND ISSUES:

Finance is providing a copy of the proposed budget at the required legal level of control, along with the proposed FY2026 Capital Improvements Plan and Proposed Authorized positions. All Advertisement requirements have been met.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

N/A

DEPARTMENT: Administration

Prepared by: Matthew Hamby

PROJECTED REVENUES AND OTHER SOURCES

GENERAL FUND SUMMARY

REVENUE SOURCE	FY2024 ACTUAL	FY2025 APPROVED BUDGET	FY2025 ADJUSTED BUDGET	FY2026 BUDGET	% CHANGE
Millage Rate	3.264	3.264	3.264	3.264	
Current Real & Personal	\$ 2,718,160	\$ 3,018,764	\$ 3,018,764	\$ 3,109,327	3.0%
Mobile Home Tax	1,294	500	500	250	-50.0%
Motor Vehicle	7,750	7,500	7,500	6,000	-20.0%
Total Current Taxes	2,727,205	3,026,764	3,026,764	3,115,577	2.9%
Penalties & Interest	13,294	2,500	2,500	10,000	300.0%
Total Property Taxes	2,740,498	3,029,264	3,029,264	3,125,577	3.2%
Title Ad Valorem Tax	627,898	580,000	580,000	600,000	3.4%
Alternative Ad Valorem Tax	9,250	5,000	5,000	10,000	100.0%
Intangible Tax	23,905	18,000	18,000	15,000	-16.7%
Railroad Equipment Tax	-	500	500	500	0.0%
Street Light Tax	-	9,110	9,110	9,110	0.0%
Real Estate Transfer Tax	14,297	14,000	14,000	12,000	-14.3%
Franchise Fees	762,612	627,000	627,000	711,000	13.4%
Local Option Sales Tax	2,668,139	2,403,687	2,403,687	2,250,000	-6.4%
Alcoholic Beverage Taxes	371,491	320,000	320,000	375,000	17.2%
Occupational Tax	94,938	45,000	45,000	90,000	100.0%
Insurance Premium Tax	833,444	833,000	833,000	900,000	8.0%
Financial Institution Tax	27,475	23,000	23,000	23,000	0.0%
Payment in lieu of City Taxes	603	603	603	603	0.0%
Total Other Taxes	5,434,052	4,878,900	4,878,900	4,996,213	2.4%
Fines, Fees, and Forfeitures	706,374	517,650	517,650	617,700	19.3%
Permits and Zoning Fees	346,370	302,600	302,600	890,400	194.2%
Alcohol Licenses & Fees	94,320	89,000	89,000	91,500	2.8%
Other Fees and Licenses	24,866	29,100	29,100	19,154	-34.2%
Interest	379,079	160,000	160,000	300,000	87.5%
Intergovernmental Revenue	-	-	-	-	N/A
Rent - Tourism	69,344	49,000	49,500	70,350	42.1%
Lease Revenue	49,157	-	-	-	N/A
Miscellaneous	128,637	42,720	57,720	45,506	-21.2%
Charges for Services - Indirect Cost Allocat	822,884	812,759	812,759	892,933	9.9%
					N/A
Total Other	2,621,030	2,002,829	2,018,329	2,927,543	45.0%
Total Operating Revenues	10,795,581	9,910,993	9,926,493	11,049,333	11.3%
Other Financing Sources					
Transfers from Other Funds	1,042,666	70,000	70,000	80,000	14.3%
Sale of General Fixed Assets	3,150	500	-	-	N/A
Budgeted Fund Balance	-	-	1,106,013	4,518,071	308.5%
Total Other Financing Sources	1,045,816	70,500	1,176,013	4,598,071	291.0%
Total Revenues & Other Sources	\$ 11,841,397	\$ 9,981,493	\$ 11,102,506	\$ 15,647,404	40.9%

SUMMARY OF EXPENDITURES & OTHER USES

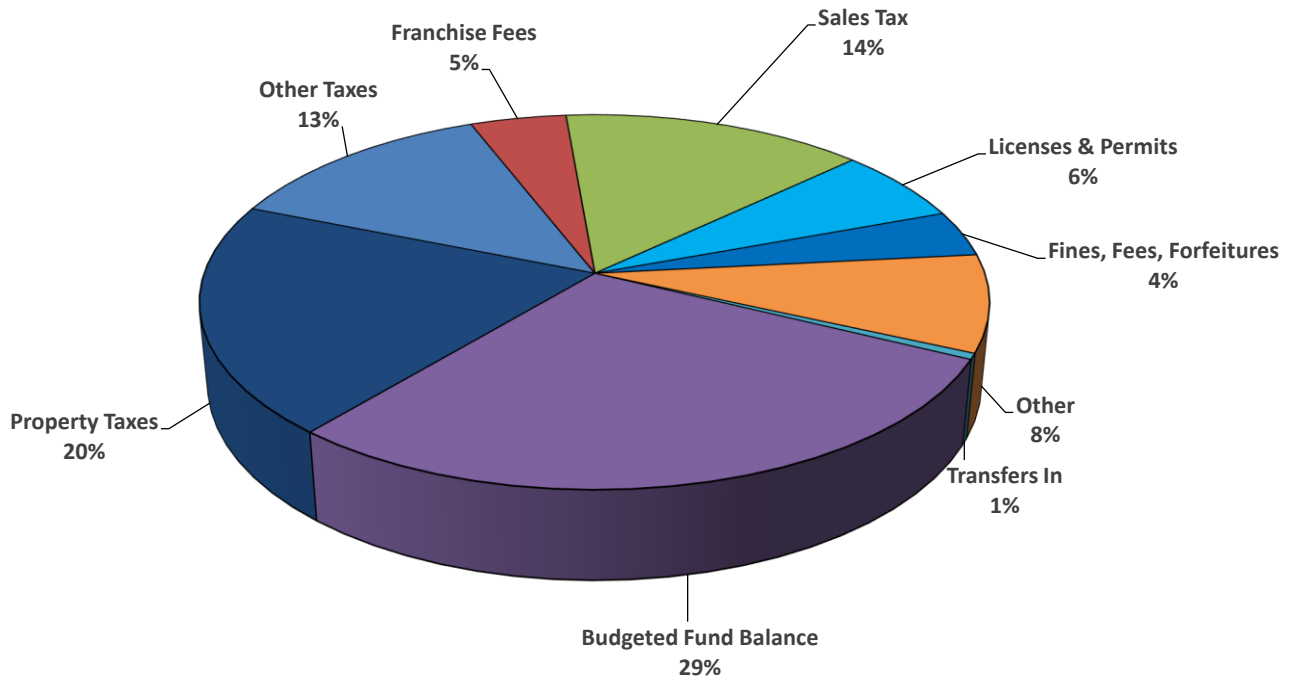
GENERAL FUND SUMMARY

	FY2024	FY2025	FY2025	FY2026	%
DEPARTMENTAL EXPENDITURES	ACTUAL	APPROVED BUDGET	ADJUSTED BUDGET	BUDGET	CHANGE
Mayor & Council	\$ 59,546	\$ 83,507	\$ 83,507	\$ 108,699	30.2%
City Clerk	147,761	204,021	204,021	210,015	2.9%
City Manager	226,913	247,677	247,677	273,152	10.3%
Financial Services	810,677	905,233	905,233	1,428,723	57.8%
Human Resources	-	24,550	24,550	245,473	899.9%
Public Lands & Buildings	259,263	286,300	286,300	356,000	24.3%
Municipal Court	250,512	285,923	285,922	292,801	2.4%
Police	2,651,189	2,875,784	2,892,035	3,372,463	16.6%
Highways & Street Administration	1,048,259	1,326,315	1,326,315	1,467,734	10.7%
Planning & Community Development	918,766	1,119,175	1,117,925	1,348,154	20.6%
Tourism	505,780	690,425	690,425	680,697	-1.4%
Agency Allocations - Other	40,180	52,607	52,607	62,607	19.0%
Risk Management	208,602	310,000	310,000	380,000	22.6%
Contingency	-	336,461	336,461	409,061	21.6%
Departmental Expenditures	7,127,448	8,747,978	8,762,978	10,635,581	21.4%
Other Uses:					
TRANSFERS TO:					
Tax Allocation District	-	-	-	-	N/A
Hotel/Motel Fund	-	-	-	-	N/A
Employee Benefits Fund	-	-	-	-	N/A
Confiscated Assets Fund	32,803	-	-	-	N/A
Total Other Transfers	32,803	-	-	-	N/A
CAPITAL TRANSFERS TO:					
Capital Project Funds	3,358,805	1,233,515	2,339,528	5,011,823	114.2%
					N/A
Total Other Uses	3,391,608	1,233,515	2,339,528	5,011,823	114.2%
Total Expenditures & Other Uses	10,519,056	9,981,493	11,102,506	15,647,404	40.9%
Revenues Over /					
(Under) Expenditures	\$ 1,322,341	\$ -	\$ -	\$ -	N/A

GENERAL FUND REVENUES BY CATEGORY

	FY2024 ACTUAL	FY2025 REVISED BUDGET	FY2025 REVISED BUDGET	FY2026 BUDGET	% OF TOTAL
Property Taxes	\$ 2,740,498	\$ 3,029,264	\$ 3,029,264	\$ 3,125,577	20.0%
Other Taxes	2,003,301	1,848,213	1,848,213	2,035,213	13.0%
Franchise Fees	762,612	627,000	627,000	711,000	4.5%
Sales Tax	2,668,139	2,403,687	2,403,687	2,250,000	14.4%
Licenses & Permits	465,556	420,700	420,700	1,001,054	6.4%
Fines, Fees, Forfeitures	706,374	517,650	517,650	617,700	3.9%
Other	1,452,250	1,064,979	1,079,979	1,308,789	8.4%
Transfers In	1,042,666	70,000	70,000	80,000	0.5%
Budgeted Fund Balance	-	-	1,106,013	4,518,071	28.9%
Total General Fund	\$ 11,841,396	\$ 9,981,493	\$ 11,102,506	\$ 15,647,404	100.0%

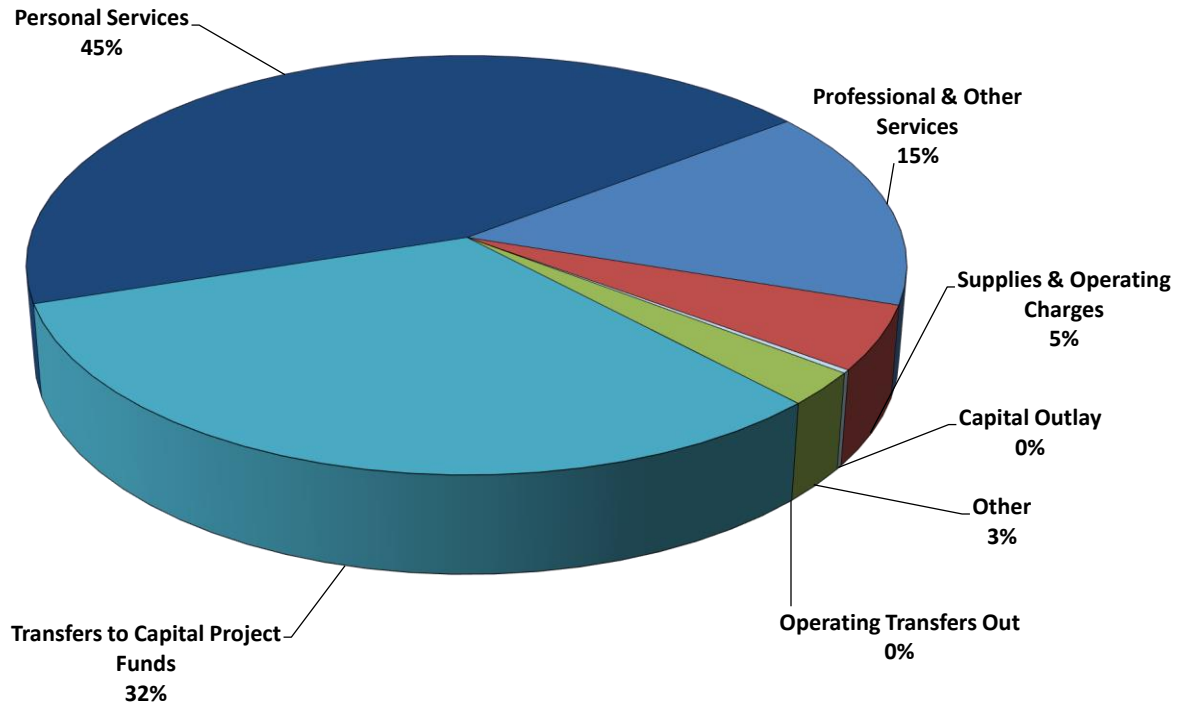
GENERAL FUND REVENUES BY CATEGORY



GENERAL FUND EXPENDITURES BY CATEGORY

	FY2024 ACTUAL	FY2025 REVISED BUDGET	FY2025 REVISED BUDGET	FY2026 BUDGET	% OF TOTAL
Personal Services	\$ 5,034,365	\$ 288,534	\$ 5,634,880	\$ 6,977,534	44.6%
Professional & Other Services	1,514,584	177,741	2,056,280	2,427,129	15.5%
Supplies & Operating Charges	564,650	224,150	720,357	781,857	5.0%
Capital Outlay	13,849	-	15,000	40,000	0.3%
Other	-	336,461	336,461	409,061	2.6%
Operating Transfers Out	32,803	-	-	-	0.0%
Transfers to Capital Project Funds	3,358,805	1,233,515	2,339,528	5,011,823	32.0%
Total General Fund	\$ 10,519,056	\$ 2,260,401	\$ 11,102,506	\$ 15,647,404	100.0%

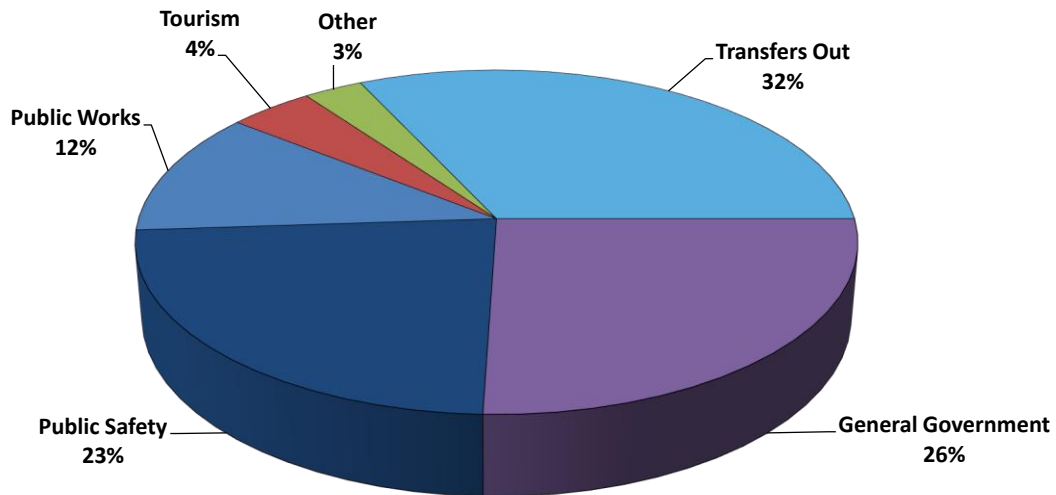
GENERAL FUND EXPENDITURES BY CATEGORY



GENERAL FUND EXPENDITURES BY SERVICE GROUP

	FY2024 ACTUAL	FY2025 REVISED BUDGET	FY2025 REVISED BUDGET	FY2026 BUDGET	% OF TOTAL
General Government	\$ 2,372,265	\$ 2,869,613	\$ 2,868,363	\$ 3,994,216	25.5%
Public Safety	2,901,701	3,161,707	3,177,957	3,665,264	23.4%
Public Works	1,307,522	1,612,615	1,612,615	1,823,734	11.7%
Tourism	505,780	690,425	690,425	680,697	4.4%
Other	40,180	389,068	389,068	471,668	3.0%
Transfers Out	3,391,608	1,233,515	2,339,528	5,011,823	32.0%
Total General Fund	\$ 10,519,056	\$ 9,956,943	\$ 11,077,956	\$ 15,647,404	100.0%

GENERAL FUND EXPENDITURES BY SERVICE GROUP



GENERAL FUND
City Clerk

	FY2023 ACTUAL	FY2024 APP BUDGET	FY2024 ADJ BUDGET	FY2025 BUDGET	% CHANGE
Operating:					
Personal Services	\$ 130,260	\$ 118,751	\$ 118,751	\$ 154,465	30.1%
Professional & Other Services	12,885	81,020	81,020	48,050	-40.7%
Supplies & Operating Charges	4,616	4,250	4,250	7,500	76.5%
Total Operating	<u>147,761</u>	<u>204,021</u>	<u>204,021</u>	<u>210,015</u>	<u>2.9%</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Total Overall Expenditures	<u>\$ 147,761</u>	<u>\$ 204,021</u>	<u>\$ 204,021</u>	<u>\$ 210,015</u>	<u>2.9%</u>

Capital Outlay Breakdown

Total Capital Outlay	<u>\$ -</u>
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GENERAL FUND
Mayor and Council

	FY2024 ACTUAL	FY2025 APP BUDGET	FY2025 ADJ BUDGET	FY2026 BUDGET	% CHANGE
Operating:					
Personal Services	\$ 50,554	\$ 53,287	\$ 53,287	\$ 80,449	51.0%
Professional & Other Services	8,313	26,220	26,220	22,750	-13.2%
Supplies & Operating Charges	680	4,000	4,000	5,500	37.5%
Total Operating	<u>59,546</u>	<u>83,507</u>	<u>83,507</u>	<u>108,699</u>	<u>30.2%</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Total Overall Expenditures	<u>\$ 59,546</u>	<u>\$ 83,507</u>	<u>\$ 83,507</u>	<u>\$ 108,699</u>	<u>30.2%</u>

Capital Outlay Breakdown

-	-
-	-
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-	-
	<u>\$ -</u>

Total Capital Outlay

GENERAL FUND
CITY MANAGER'S OFFICE

	FY2024 ACTUAL	FY2025 APPROVED BUDGET	FY2025 ADJUSTED BUDGET	FY2026 BUDGET	% CHANGE
Operating:					
Personal Services	\$ 190,613	\$ 200,845	\$ 200,845	\$ 210,728	4.9%
Professional & Other Services	35,360	41,832	41,832	55,924	33.7%
Supplies & Operating Charges	940	5,000	5,000	6,500	30.0%
Total Operating	<u>226,913</u>	<u>247,677</u>	<u>247,677</u>	<u>273,152</u>	<u>10.3%</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Total Overall Expenditures	<u>\$ 226,913</u>	<u>\$ 247,677</u>	<u>\$ 247,677</u>	<u>\$ 273,152</u>	<u>10.3%</u>

Capital Outlay Breakdown

-	-
-	-
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GENERAL FUND
GENERAL ADMINISTRATION & FINANCIAL SERVICES

	FY2024	FY2025	FY2025	FY2026	%
	ACTUAL	APPROVED BUDGET	ADJUSTED BUDGET	PROPOSED	CHANGE
Operating:					
Personal Services	\$ 525,659	\$ 606,493	\$ 606,493	\$ 818,823	35.0%
Professional & Other Services	261,889	279,190	279,190	588,400	110.8%
Supplies & Operating Charges	23,130	19,550	19,550	21,500	10.0%
Total Operating	<u>810,677</u>	<u>905,233</u>	<u>905,233</u>	<u>1,428,723</u>	<u>57.8%</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Total Overall Expenditures	<u>\$ 810,677</u>	<u>\$ 905,233</u>	<u>\$ 905,233</u>	<u>\$ 1,428,723</u>	<u>57.8%</u>

Capital Outlay Breakdown

-	-
-	-
-	-
-	-
	<u>\$ -</u>

**GENERAL FUND
HUMAN RESOURCES**

	FY2024		FY2025	FY2025	FY2026	%
	ACTUAL		APPROVED	ADJUSTED	BUDGET	CHANGE
			BUDGET	BUDGET		
Operating:						
Personal Services	\$ -	\$ -	\$ -	\$ -	140,373	N/A
Professional & Other Services	-	10,550	10,550	83,800	694.3%	
Supplies & Operating Charges	-	14,000	14,000	21,300	52.1%	
Total Operating	-	24,550	24,550	245,473	899.9%	
Capital Outlay	-	-	-	-	N/A	
Total Overall Expenditures	\$ -	\$ 24,550	\$ 24,550	\$ 245,473	899.9%	

Capital Outlay Breakdown

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-	-
-	-
-	-
-	-
Total Capital Outlay	<u><u>\$ -</u></u>

**GENERAL FUND
RISK MANAGEMENT**

	FY2024	FY2025	FY2025	FY2026	%
	ACTUAL	APPROVED	ADJUSTED	BUDGET	CHANGE
Operating:					
Personal Services	\$ 106,289	\$ 125,000	\$ 125,000	\$ 125,000	0.0%
Professional & Other Services	98,678	180,000	180,000	250,000	38.9%
Supplies & Operating Charges	3,636	5,000	5,000	5,000	0.0%
Total Operating	<u>208,602</u>	<u>310,000</u>	<u>310,000</u>	<u>380,000</u>	22.6%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 208,602</u>	<u>\$ 310,000</u>	<u>\$ 310,000</u>	<u>\$ 380,000</u>	22.6%

Capital Outlay Breakdown

Total Capital Outlay	<u>\$ -</u>
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GENERAL FUND
Street Administration

	FY2024	FY2025	FY2025	FY2025	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Operating:					
Personal Services	\$ 813,233	\$ 994,815	\$ 994,815	\$ 1,096,706	10.2%
Professional & Other Services	115,963	198,500	198,500	201,028	1.3%
Supplies & Operating Charges	119,063	133,000	133,000	170,000	27.8%
Total Operating	<u>1,048,259</u>	<u>1,326,315</u>	<u>1,326,315</u>	<u>1,467,734</u>	10.7%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 1,048,259</u>	<u>\$ 1,326,315</u>	<u>\$ 1,326,315</u>	<u>\$ 1,467,734</u>	10.7%

Capital Outlay Breakdown

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-	-
-	-
-	-
	<u>\$ -</u>

Total Capital Outlay

GENERAL FUND
Public Lands and Buildings

	FY2024 ACTUAL	FY2025 APPROVED BUDGET	FY2025 ADJUSTED BUDGET	FY2026 BUDGET	% CHANGE
Operating:					
Personal Services	\$ -	\$ -	\$ -	\$ -	N/A
Professional & Other Services	184,195	201,300	201,300	223,000	10.8%
Supplies & Operating Charges	75,068	85,000	85,000	93,000	9.4%
Total Operating	<u>259,263</u>	<u>286,300</u>	<u>286,300</u>	<u>316,000</u>	10.4%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,000</u>	N/A
Total Overall Expenditures	<u>\$ 259,263</u>	<u>\$ 286,300</u>	<u>\$ 286,300</u>	<u>\$ 356,000</u>	24.3%

Capital Outlay Breakdown

	-	-
3 - Mowers		40,000
	-	-
	-	-
Total Capital Outlay		<u>\$ 40,000</u>

GENERAL FUND
MUNICIPAL COURT

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Operating:					
Personal Services	\$ 157,848	\$ 166,833	\$ 166,832	\$ 179,851	7.8%
Professional & Other Services	58,584	79,090	79,090	76,950	-2.7%
Supplies & Operating Charges	34,080	40,000	40,000	36,000	-10.0%
Total Operating	<u>250,512</u>	<u>285,923</u>	<u>285,922</u>	<u>292,801</u>	2.4%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 250,512</u>	<u>\$ 285,923</u>	<u>\$ 285,922</u>	<u>\$ 292,801</u>	2.4%

Capital Outlay Breakdown

-	-
-	-
-	-
-	-
	<u>\$ -</u>

GENERAL FUND
Police Administration

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Operating:					
Personal Services	\$ 2,279,975	\$ 2,452,977	\$ 2,452,978	\$ 3,031,847	23.6%
Professional & Other Services	210,233	248,850	250,100	168,659	-32.6%
Supplies & Operating Charges	147,132	173,957	173,957	171,957	-1.1%
Total Operating	<u>2,637,340</u>	<u>2,875,784</u>	<u>2,877,035</u>	<u>3,372,463</u>	<u>17.2%</u>
Capital Outlay	<u>13,849</u>	<u>-</u>	<u>15,000</u>	<u>-</u>	<u>-100%</u>
Total Overall Expenditures	<u>\$ 2,651,189</u>	<u>\$ 2,875,784</u>	<u>\$ 2,892,035</u>	<u>\$ 3,372,463</u>	<u>16.6%</u>

Capital Outlay Breakdown

-	-
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-	-
-	-
-	-
	<u>\$ -</u>

Total Capital Outlay

GENERAL FUND
PLANNING AND COMMUNITY DEVELOPMENT

	FY2024	FY2025	FY2025	FY2026	%
	ACTUAL	APPROVED	ADJUSTED	BUDGET	CHANGE
Operating:					
Personal Services	\$ 584,945	\$ 627,345	\$ 627,345	\$ 824,655	31.5%
Professional & Other Services	325,562	479,380	478,130	500,800	4.7%
Supplies & Operating Charges	8,258	12,450	12,450	22,700	82.3%
Total Operating	<u>918,766</u>	<u>1,119,175</u>	<u>1,117,925</u>	<u>1,348,154</u>	20.6%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 918,766</u>	<u>\$ 1,119,175</u>	<u>\$ 1,117,925</u>	<u>\$ 1,348,154</u>	20.6%

Capital Outlay Breakdown

-	-
-	-
-	-
-	-
	<u>\$ -</u>

Total Capital Outlay

GENERAL FUND
DEPARTMENT OF FUN

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Operating:					
Personal Services	\$ 194,990	\$ 288,534	\$ 288,534	\$ 314,636	9.0%
Professional & Other Services	162,743	177,741	177,741	145,161	-18.3%
Supplies & Operating Charges	148,047	224,150	224,150	220,900	-1.4%
Total Operating	<u>505,780</u>	<u>690,425</u>	<u>690,425</u>	<u>680,697</u>	<u>-1.4%</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Total Overall Expenditures	<u>\$ 505,780</u>	<u>\$ 690,425</u>	<u>\$ 690,425</u>	<u>\$ 680,697</u>	<u>-1.4%</u>

Capital Outlay Breakdown

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-	-
-	-
-	-
-	-
	<u>\$ -</u>

Total Capital Outlay

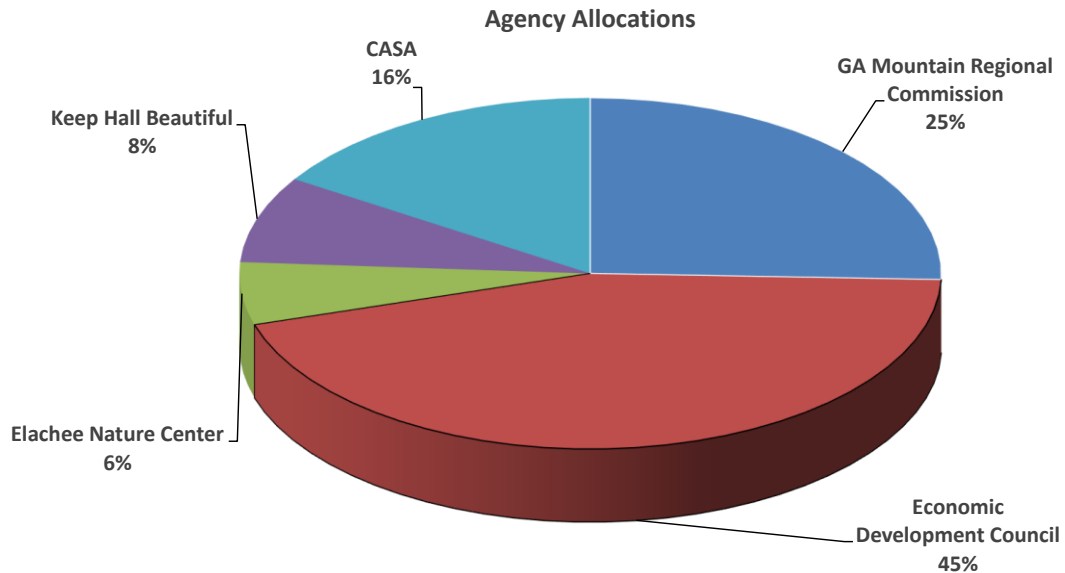
AGENCY ALLOCATIONS

DEPARTMENT DESCRIPTION:

This Department's budget accounts for those funds requested by local Agencies for services they provide to the City.

Agency Allocations

	FY2024 Actual	FY2025 Budget	FY2026 Budget
General Fund:			
GA Mountain Regional Commission	\$ 12,680	\$ 16,000	\$ 16,000
Economic Development Council	27,500	28,000	28,000
Elachee Nature Center	-	3,607	3,607
Keep Hall Beautiful	-	5,000	5,000
CASA	-	-	10,000
Total General Fund Allocations	40,180.00	52,607.00	62,607.00
Water & Sewer			
GA Mountain Regional Commission	-	-	-
Economic Development Council	-	-	-
Elachee Nature Center	-	-	-
Keep Hall Beautiful	-	-	-
CASA	-	-	-
Total Water & Sewer Fund Allocations	-	-	-
Total Funding			
GA Mountain Regional Commission	12,680.00	16,000.00	16,000.00
Economic Development Council	27,500.00	28,000.00	28,000.00
Elachee Nature Center	-	3,607.00	3,607.00
Keep Hall Beautiful	-	5,000.00	5,000.00
CASA	-	-	10,000.00
Total Agency Allocations	\$ 40,180.00	\$ 52,607.00	\$ 62,607.00



CONFISCATED ASSETS FUND

	FY2024 ACTUAL	FY2025 ADJ BUDGET	FY2025 ADJ BUDGET	FY2026 BUDGET	% CHANGE
Operating Revenues:					
Confiscations - State	\$ 64,043	25,000	25,000	-	
Confiscations - Local	-	-	-	-	
Confiscations - Federal	-	-	-	-	
Interest Revenue	306	-	-	-	
Transfer in	32,803	-	-	-	
Budget Fund Balance	-	-	-	35,000	
Total Operating Revenue	97,152	25,000	25,000	35,000	40.0%
Operating Expenditures:					
Personal Services	\$ -	\$ -	\$ -	\$ -	N/A
Professional & Other Services	-	-	-	-	N/A
Supplies & Operating Charges	54,297	25,000	25,000	35,000	40.0%
Capital Outlay	-	-	-	-	N/A
Total Operating Expenditures	54,297	25,000	25,000	35,000	40.0%
Capital Outlay	-	-	-	-	N/A
Total Overall Expenditures	\$ 54,297	\$ 25,000	\$ 25,000	\$ 35,000	40.0%
Total Overall Expenditures	42,855	-	-	-	
Capital Outlay Breakdown					
-				-	
-				-	
-				-	
-				-	
Total Capital Outlay				\$ -	

American Rescue Plan Fund

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Revenue					
Amerian Rescue Plan	\$ 2,056,253	\$ -	\$ -	\$ -	N/A
Interest Revenue	\$ 30,995	\$ 2,000	\$ 2,000	\$ -	-
Budget Fund Balance	-	50,000	50,000	-	-100.0%
					N/A
Total Operating Revenue	2,087,248	52,000	52,000	-	-100.0%
Expenditures:					
Capital Outlay	\$ 77,220	\$ 52,000	\$ 52,000	\$ -	-100%
Transfer out	2,016,539	-	-	-	N/A
					N/A
Total Operating Expenditures	2,093,759	52,000	52,000	-	-100.0%
Total Overall Expenditures	\$ (6,510)	\$ -	\$ -	\$ -	N/A
Capital Outlay Breakdown					
Available for Capital Outlay	-			-	
	-			-	
	-			-	
	-			-	
Total Capital Outlay				\$ -	

TAX ALLOCATION DISTRICT FUND

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Revenue					
TAD revenue - Hall Co. Portion	\$ 589,501	\$ 600,000	\$ 600,000	\$ 650,000	8.3%
TAD revenue - City Portion	559,340	637,438	637,438	650,000	2.0%
Rental Income	72,870	116,341	116,341	155,734	33.9%
Interest revenue	65,993	40,000	40,000	70,000	75.0%
Transfers in	-	-	-	-	N/A
Budget Fund Balance	-	-	145,200	-	-100.0%
					N/A
Total Operating Revenue	1,287,704	1,393,779	1,538,979	1,525,734	-0.9%
Expenditures:					
Professional and Other Services	\$ 522,392	\$ 429,952	\$ 429,952	\$ 230,000	-46.5%
Capital Outlay	125,710	569,033	414,233	898,290	116.9%
Debt Service	348,244	394,794	394,794	397,444	0.7%
Transfers Out	-	-	300,000	-	-100.0%
					N/A
Total Operating Expenditures	996,346	1,393,779	1,538,979	1,525,734	-0.9%
Total Overall Expenditures	<u>\$ 291,358</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>
Capital Outlay Breakdown					
-				-	
-				-	
-				-	
-				-	
				-	
Total Capital Outlay				<u>\$ -</u>	

INFORMATION TECHNOLOGY FUND

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Revenue					
Technology Fees	\$ 38,028	\$ 35,000	\$ 35,000	\$ -	-100%
Interest Revenue	-	-	-	-	N/A
Transfer In	-	-	-	-	N/A
Budget Fund Balance	-	-	-	-	N/A
					N/A
Total Operating Revenue	38,028	35,000	35,000	-	-100.0%
Expenditures:					
Supplies and Operating Charges	\$ 27,229	\$ 35,000	\$ 35,000	\$ -	-100%
Capital Outlay	-	-	-	-	N/A
Transfer out	-	-	-	-	N/A
					N/A
Total Operating Expenditures	27,229	35,000	35,000	-	-100.0%
Excess Revenue Over/(Under) I	\$ 10,799	\$ -	\$ -	\$ -	N/A

HOTEL/MOTEL FUND

	FY2024	FY2025	FY2025	FY2026	%
	Actual	Approved Budget	Adjusted Budget	Budget	CHANGE
Revenue					
CVB Hotel Tax Revenue - City's portion	\$ 81,653	\$ 70,000	\$ 70,000	\$ 80,000	14.3%
Tourism Product Development	40,826	35,000	35,000	45,000	28.6%
CVB Hotel Tax Revenue - CVB's portion	95,262	80,000	80,000	95,000	18.8%
Interest Revenue	-	-	-	-	N/A
Budget Fund Balance	-	-	-	-	N/A
					N/A
Total Operating Revenue	217,741	185,000	185,000	220,000	18.9%
Expenditures:					
Capital Outlay	\$ -	\$ 35,000	\$ 35,000	\$ 45,000	28.6%
Convention Visitors Bureau	95,262	80,000	80,000	95,000	18.8%
Transfers Out	81,653	70,000	70,000	80,000	14.3%
					N/A
					N/A
					N/A
Total Operating Expenditures	176,915	185,000	185,000	220,000	18.9%
Excess Revenue Over/(Under) Budget	\$ 40,826.50	\$ -	\$ -	\$ -	N/A

WATER AND SEWER FUND

	FY2024	FY2025	FY2025	FY2026	%
Revenues	ACTUAL	APPROVED BUDGET	ADJUSTED BUDGET	BUDGET	CHANGE
Water Charges	1,405,655	1,302,500	1,302,500	1,502,500	15.36%
Meter Set Fees	23,780	110,520	110,520	309,200	179.77%
Admin Fees	51,222	50,000	50,000	75,000	50.00%
Sewer Charges - Billed By Gainesville	1,451,790	1,400,000	1,400,000	1,625,000	16.07%
Sewer Charges	1,365,335	1,525,000	1,525,000	1,500,000	-1.64%
Bank Fees / Bad Check Fees	780	-	-	-	N/A
Interest Revenue	585,045	375,000	375,000	750,000	100.00%
Penalties / Reconnect Fees	70,887	50,000	50,000	60,000	20.00%
W&S Misc Revenue	-	-	-	-	N/A
S/F.O.G & Pre-Treatment Permits	8,211	7,500	7,500	8,000	6.67%
WI Rebates from Gainesville	72,143	75,000	75,000	100,000	33.33%
Transfers in - Development Charges	-	-	-	-	
Transfers in - Other	-	-	-	-	
Budgeted Net Position					
Total Revenue	5,034,847	4,895,520	4,895,520	5,929,700	21.13%
Operating:					
Administration	\$ 659,002	\$ 630,306	\$ 630,306	\$ 820,718	30.21%
Wastewater	1,390,240	1,730,164	1,730,164	1,775,775	2.64%
Lift Stations	485,361	966,673	966,673	1,073,973	11.10%
Water	738,392	900,586	900,586	1,380,702	53.31%
Water Supply	141,428	203,275	203,275	207,275	
Depreciation	508,109	-	-	-	N/A
Contingency	-	-	-	216,140	N/A
Total Operating	3,922,531	4,431,004	4,431,004	5,474,583	23.55%
Capital Outlay	-	-	-	-	N/A
Transfers Out	-	-	-	-	
Debt Service	62,912	464,516	464,516	455,117	-2.02%
Total Expenditures	\$ 3,985,443	\$ 4,895,520	\$ 4,895,520	\$ 5,929,700	21.13%
Excess Revenue Over/(Under)	1,049,405	-	-	-	

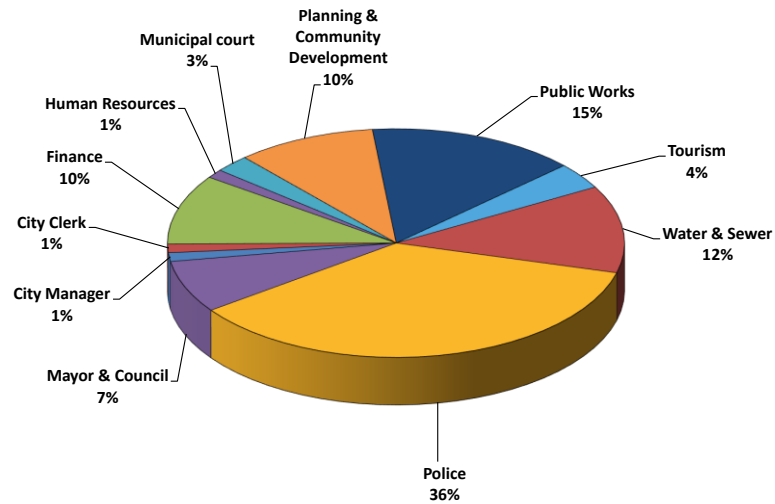
EMPLOYEE BENEFITS FUND

	FY2024	FY2025	FY2025	FY2026	%
Revenues	ACTUAL	APPROVED BUDGET	ADJUSTED BUDGET	BUDGET	CHANGE
Premiums	\$ 1,408,000	\$ 1,452,000	\$ 1,452,000	\$ 1,875,000	29.13%
Interest	-	-	-	-	N/A
Transfers in	-	-	-	-	N/A
Budgeted Net Position	-	-	-	47,276	N/A
Total Revenue	1,408,000	1,452,000	1,452,000	1,922,276	32.39%
Operating:					
Personal Services	\$ 87,381	\$ 131,518	\$ 131,518	\$ -	-100.0%
Health Insurance Premiums/Claims Expe	767,539	903,633	903,633	1,396,546	54.55%
Life Insurance Premiums	6,360	5,398	5,398	5,756	6.63%
Vision Insurance Premiums	4,814	5,208	5,208	5,629	8.08%
Dental Insurance Premiums	28,117	30,743	30,743	34,445	12.04%
Long-term Disability Insurance	26,601	16,500	16,500	16,500	0.00%
Administration/Wellness Program	2,928	23,000	23,000	23,000	0.00%
Pension cost	201,003	336,000	336,000	440,400	31.07%
Other Costs	10,350	-	-	-	N/A
Total Expenditures	1,135,093	1,452,000	1,452,000	1,922,276	32.39%
Excess Revenue Over/(Under)	272,907	-	-	-	

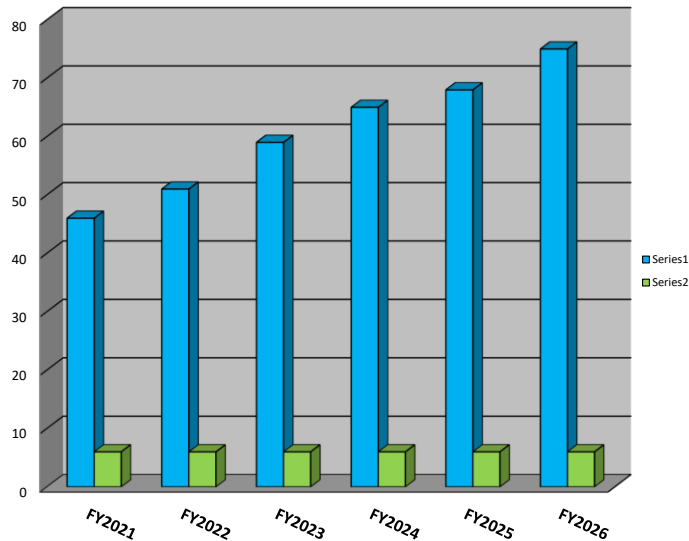
FISCAL YEAR 2026 AUTHORIZED POSITIONS

DEPARTMENTS	(5-year Summary)									
	Budget									
	FY2022		FY2023		FY2024		FY2025		FY2026	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Mayor & City Council		6		6		6		6		6
City Manager	1		1		1		1		1	
City Clerk	1		1		1		1		1	
Financial Services	5		6		6		6		8	
Human Resources	-		-		-		-		1	
Municipal Court	2		2		2		2		2	
Planning & Community Development Dept.	4		5		6		6		8	
Police Department	18		22		26		27		29	
Public Works	10		11		11		11		12	
Tourism	1		2		2		3		3	
Employee Benefits	-		-		1		1		-	
Total General Fund	42	6	50	6	56	6	58	6	65	6
Water & Sewer	9		9		9		10		10	
TOTAL AUTHORIZED POSITIONS	51	6	59	6	65	6	68	6	75	6

Authorized Positions by Fund FY 2026



Five-Year Positional Change Chart



FY2026 Capital Funding Summary

	Project Name	Project Amount	Funding Source(s)
City Manager			
	Downtown Development Phase II	\$ 500,000.00	General Fund/LRF Funds
	City Manager Subtotal	\$ 500,000.00	
Finance Department			
	Highlands to Islands Trail	\$ 2,000,000.00	SPLOST VIII (\$1,000,000) and Grant Funds (\$1,000,000)
	Debt Payments	\$ 346,823.00	General Fund/LRF Funds
	Finance Department Subtotal	\$ 2,346,823.00	
Public Works			
	Roberts Drive	\$ 1,000,000.00	SPLOST VIII (\$1,000,000)
	McEver & Gaines Ferry roundabout	\$ 2,000,000.00	General fund/LRF funds (1,200,000)/SPLOST VIII (\$800,000)
	Gateway Signs	\$ 250,000.00	General Fund/LRF Funds (\$250,000)
	Annual road paving	\$ 1,366,146.00	General Fund/LRF Funds (\$750,000), SPLOST VIII (\$501,146), LMIG Grant (\$115,000)
	Sidewalk Program	\$ 100,000.00	General Fund/LRF Funds (\$100,000)
	Stormwater Program	\$ 200,000.00	SPLOST VIII (\$200,000)
	4x4 Crew Cab Truck	\$ 60,000.00	SPLOST VIII (\$60,000)
	Public Works Building	\$ 250,000.00	General Fund/LRF Funds (\$250,000)
	Bucket Truck	\$ 200,000.00	SPLOST VIII (\$200,000)
	Small Excavator	\$ 100,000.00	General Fund/LRF Funds (\$100,000)
	Dump Truck (F-350) Replacement	\$ 125,000.00	SPLOST VIII (\$125,000)
	Dump Truck (F-550) Replacement	\$ 150,000.00	SPLOST VIII (\$150,000)
	Chipper Truck (replacement)	\$ 150,000.00	General Fund/LRF Funds (\$150,000)
	Public Works Subtotal	\$ 5,951,146.00	
Police Department			
	Police Vehicles	\$ 250,000.00	SPLOST VIII (\$250,000)
	Police Department Subtotal	\$ 250,000.00	
Planning Department			
	2 Vehicles (Engineer & Inspector)	\$ 90,000.00	General Fund/LRF Funds (\$90,000)
	Planning Department Subtotal	\$ 90,000.00	
Department of Fun			
	Mainstreet Building Renovations	\$ 125,000.00	General Fund/LRF Funds (\$125,000)
	Fencing Along Railroad	\$ 150,000.00	General Fund/LRF Funds (\$150,000)
	Department of Fun Subtotal	\$ 275,000.00	

Wastewater		
Lights Ferry Lift Station	\$ 65,000.00	Water/Sewer Fund Bal
Bell Drive LS Modification	\$ 70,000.00	Water/Sewer Fund Bal
White Horse Creek Lift Station ReHab	\$ 120,000.00	Water/Sewer Fund Bal
Oakwood Industrial Lift Station Rehab	\$ 150,000.00	Water/Sewer Fund Bal
Utility Truck with Boom	\$ 225,000.00	Water/Sewer Fund Bal
Wastewater Plant Disc Filter Rehab	\$ 55,000.00	Water/Sewer Fund Bal
Skid Steer Replacement	\$ 55,000.00	Water/Sewer Fund Bal
McEver Road Manhole Installation	\$ 75,000.00	Water/Sewer Fund Bal
Wastewater Effluent Reuse Pump Rebuild	\$ 80,000.00	Water/Sewer Fund Bal
Water & Wastewater Subtotal	\$ 895,000.00	
Grand Total All Projects	\$ 10,307,969.00	

General Fund/LRF Funds Total	\$ 5,011,823.00
Projected Millage (.427 Mills) & LOST Funds for	\$ 705,777.45
Difference (under)/over	\$ 4,306,045.55
% (under)/over	710.11%

Millage amount (\$411,430.03), 13% of LOST (\$294,347.43), Total \$705,777.45



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of Award for the 2025 Road Resurfacing Improvements Project

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

The City obtained funding via the Local Maintenance & Improvement Grant (LMIG) grant funding program, which is administered by the Georgia Department of Transportation and provides funding to local governments for the purposes of constructing roadway improvements. The City identified roads to be paved/resurfaced based on physical pavement deterioration and criticality/traffic usage.

The City then engaged ESG Engineering to design a road paving/resurfacing improvements project for the selected local streets. After obtaining geotechnical surface and sub-surface data, ESG Engineering specified the resurfacing improvements and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on April 17th. A total of eight (8) responsive bids were received. C.W. Matthews Contracting Company, Inc., was the low bidder with a total bid amount of \$694,026.69.

FACTS AND ISSUES:

ESG Engineering recommends awarding the project to the low bidder, C.W. Matthews Contracting Company, Inc., at the low bid price of \$694,026.69.

The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to C.W. Matthews Contracting Company, Inc., ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction.

There are two additional roads to be paved this year that were not a part of this paving bid. Church Street has parking, ditch piping, and sidewalks planned; and Martin Street has paving, ditch piping and sidewalks planned. These two projects, because of the additional (more than asphalt) work, will be bid separately at a later date.

OPTIONS:

1) Award the Contract or 2) Do Not Award the Contract

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

SPLOST, Local Resources Fund, LMIG

RECOMMENDATION:

To award a construction contract for a road paving construction project to a responsible, responsive bidder.

SAMPLE MOTION:

I make a motion to award the 2025 Road Resurfacing Improvements Project contract to the low bidder, C.W. Matthews Contracting Company, Inc., in the amount of \$694,026.69.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Award of 2025 Paving Project.pdf](#)
- [Bid Tabulation - FB 2025 Road Resurfacing Improvements.pdf](#)
- [2025 Paving Project - Location Map.pdf](#)
- [00621 - NOTICE OF AWARD.pdf](#)
- [FB - 2025 Road Resurfacing - Contract Docs & Specs.pdf](#)
- [2025.04.10 - 2025 Paving - Addendum #1.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of Award for the 2025 Road Resurfacing Improvements Project

DATE: May 15, 2025

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL- \$694,026.69

COUNCIL ACTION REQUESTED ON: May 15, 2025

PURPOSE: To award a construction contract for a road paving construction project to a responsible, responsive bidder.

HISTORY: The City obtained funding via the Local Maintenance & Improvement Grant (LMIG) grant funding program, which is administered by the Georgia Department of Transportation and provides funding to local governments for the purposes of constructing roadway improvements. The City identified roads to be paved/resurfaced based on physical pavement deterioration and criticality/traffic usage.

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asphalt) work, will be bid separately at a later date.

OPTIONS: 1) Award the Contract or 2) Do Not Award the Contract

RECOMMENDED SAMPLE MOTION: I make a motion to award the 2025 Road Resurfacing Improvements Project contract to the low bidder, C.W. Matthews Contracting Company, Inc., in the amount of \$694,026.69.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

PROJECT:
2025 Road Resurfacing Improvements

Project #F0002.022

A. BASE BID

Project #F0002.022 A. BASE BID				C.W Matthews Contracting Co., Inc		Allied Paving		Georgia Paving		Magnum Paving		East Coast Grading Inc		The Scruggs Company DBA Sunbelt Asphalt Surfaces		Blount Construction Company		F.S. Scarbrough		Vertical Earth Inc		Triple R Paving & Construction LLC	
				1600 Kenview Drive Marietta, GA 30060		PO Box 509 Pendergrass, GA 30567		3625 Buford Highway Duluth, GA 30096		125 Baker Industrial Ct Villa Rica, GA 30180		1111 Commerce Drive Madison, GA 30650		1410 Sunbelt Way Auburn, GA 30011		1730 Sands Place Marietta, GA 30067		1955 E Hwy 34 Newnan, GA 30265		6025 Matt Hwy Cumming, GA 30028		5353 N Lake Drive Morrow, GA 30260	
ITEM NO.	QTY.	UNIT	DESCRIPTION	PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100	34,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement	\$ 3.71	\$ 126,140.00	\$ 3.00	\$ 102,000.00	\$ 3.57	\$ 121,380.00	\$ 3.48	\$118,320.00	\$ 4.00	\$136,000.00	\$ 3.50	\$ 119,000.00	\$ 3.20	\$ 108,800.00	\$ 3.23	\$ 109,820.00	Non-Responsive	Non-Responsive		
101	100	TN	Recycled Asphalt Leveling Course	\$ 208.77	\$ 20,877.00	\$ 170.00	\$ 17,000.00	\$ 157.59	\$ 15,759.00	\$ 159.35	\$ 15,935.00	\$ 138.00	\$ 13,800.00	\$ 135.00	\$ 13,500.00	\$ 139.75	\$ 13,975.00	\$ 138.84	\$ 13,884.00				
102	2,600	TN	9.5 mm "Type II" Asphalt Overlay	\$ 117.78	\$ 306,228.00	\$ 128.50	\$ 334,100.00	\$ 131.21	\$ 341,146.00	\$ 134.66	\$350,116.00	\$ 136.00	\$353,600.00	\$ 140.00	\$ 364,000.00	\$ 127.33	\$ 331,058.00	\$ 145.13	\$ 377,338.00				
103	850	TN	12.5 mm Asphalt Overlay	\$ 105.84	\$ 89,964.00	\$ 132.00	\$ 112,200.00	\$ 145.93	\$ 124,040.50	\$ 129.37	\$109,964.50	\$ 133.00	\$113,050.00	\$ 135.00	\$ 114,750.00	\$ 126.31	\$ 107,363.50	\$ 148.05	\$ 125,842.50				
104	115	TN	19 mm Asphalt Binder Course	\$ 130.88	\$ 15,051.20	\$ 200.00	\$ 23,000.00	\$ 139.14	\$ 16,001.10	\$ 144.66	\$ 16,635.90	\$ 125.00	\$ 14,375.00	\$ 218.00	\$ 25,070.00	\$ 132.73	\$ 15,263.95	\$ 135.78	\$ 15,614.70				
105	40	TN	Open Graded Interlayer (OGI) Asphalt	\$ 268.45	\$ 10,738.00	\$ 260.00	\$ 10,400.00	\$ 195.01	\$ 7,800.40	\$ 254.19	\$ 10,167.60	\$ 149.00	\$ 5,960.00	\$ 365.00	\$ 14,600.00	\$ 191.40	\$ 7,656.00	\$ 168.92	\$ 6,756.80				
106	9	EA	Speed Bump Installation	\$ 550.00	\$ 4,950.00	\$ 450.00	\$ 4,050.00	\$ 205.00	\$ 1,845.00	\$ 770.00	\$ 6,930.00	\$ 1,500.00	\$ 13,500.00	\$ 1,910.00	\$ 17,190.00	\$ 2,257.72	\$ 20,319.48	\$ 1,001.99	\$ 9,017.91				
107	29,500	LF	Traffic Stripe, Yellow/White High-Build Paint	\$ 0.58	\$ 17,110.00	\$ 0.65	\$ 19,175.00	\$ 0.63	\$ 18,585.00	\$ 0.70	\$ 20,650.00	\$ 0.50	\$ 14,750.00	\$ 0.74	\$ 21,830.00	\$ 0.60	\$ 17,700.00	\$ 0.51	\$ 15,045.00				
108	160	LF	Stop Bar, 24" - White High-Build Paint	\$ 1.00	\$ 160.00	\$ 1.10	\$ 176.00	\$ 1.10	\$ 176.00	\$ 4.86	\$ 777.60	\$ 4.25	\$ 680.00	\$ 1.27	\$ 203.20	\$ 1.03	\$ 164.80	\$ 4.12	\$ 659.20				
109	250	SY	Median Hatching - White High-Build Paint	\$ 2.00	\$ 500.00	\$ 2.20	\$ 550.00	\$ 2.20	\$ 550.00	\$ 4.86	\$ 1,215.00	\$ 4.25	\$ 1,062.50	\$ 2.54	\$ 635.00	\$ 2.06	\$ 515.00	\$ 4.33	\$ 1,082.50				
110	130	SY	Pedestrian Crosswalk, 8" - White High-Build Paint	\$ 4.00	\$ 520.00	\$ 4.40	\$ 572.00	\$ 4.40	\$ 572.00	\$ 4.86	\$ 631.80	\$ 4.25	\$ 552.50	\$ 5.09	\$ 661.70	\$ 4.12	\$ 535.60	\$ 3.74	\$ 486.20				
111	1	EA	Railroad Crossing Marking	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 216.00	\$ 216.00	\$ 200.00	\$ 200.00	\$ 190.84	\$ 190.84	\$ 154.50	\$ 154.50	\$ 276.03	\$ 276.03				
112	28	EA	Pavement Marking Arrow - White High-Build Paint	\$ 35.00	\$ 980.00	\$ 38.50	\$ 1,078.00	\$ 38.57	\$ 1,079.96	\$ 37.80	\$ 1,058.40	\$ 30.00	\$ 840.00	\$ 44.53	\$ 1,246.84	\$ 36.05	\$ 1,009.40	\$ 51.60	\$ 1,444.80				
113	1	LS	Traffic Control	\$ 50,658.49	\$ 50,658.49	\$ 31,500.00	\$ 31,500.00	\$ 34,500.00	\$ 34,500.00	\$ 44,622.14	\$ 44,622.14	\$ 35,000.00	\$ 35,000.00	\$ 22,554.52	\$ 22,554.52	\$ 92,259.26	\$ 92,259.26	\$ 78,582.34	\$ 78,582.34				
114	1	LS	Supplementary Work Allowance	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00				
TOTAL BASE BID				\$	694,026.69	\$	705,966.00		\$ 733,599.96	\$	747,239.94	\$	753,370.00	\$	765,432.10	\$	766,774.49	\$	805,849.98				

*Due to Multiplication and addition errors, Georgia Paving's base bid changed from \$734,000.00 to \$733,599.96.

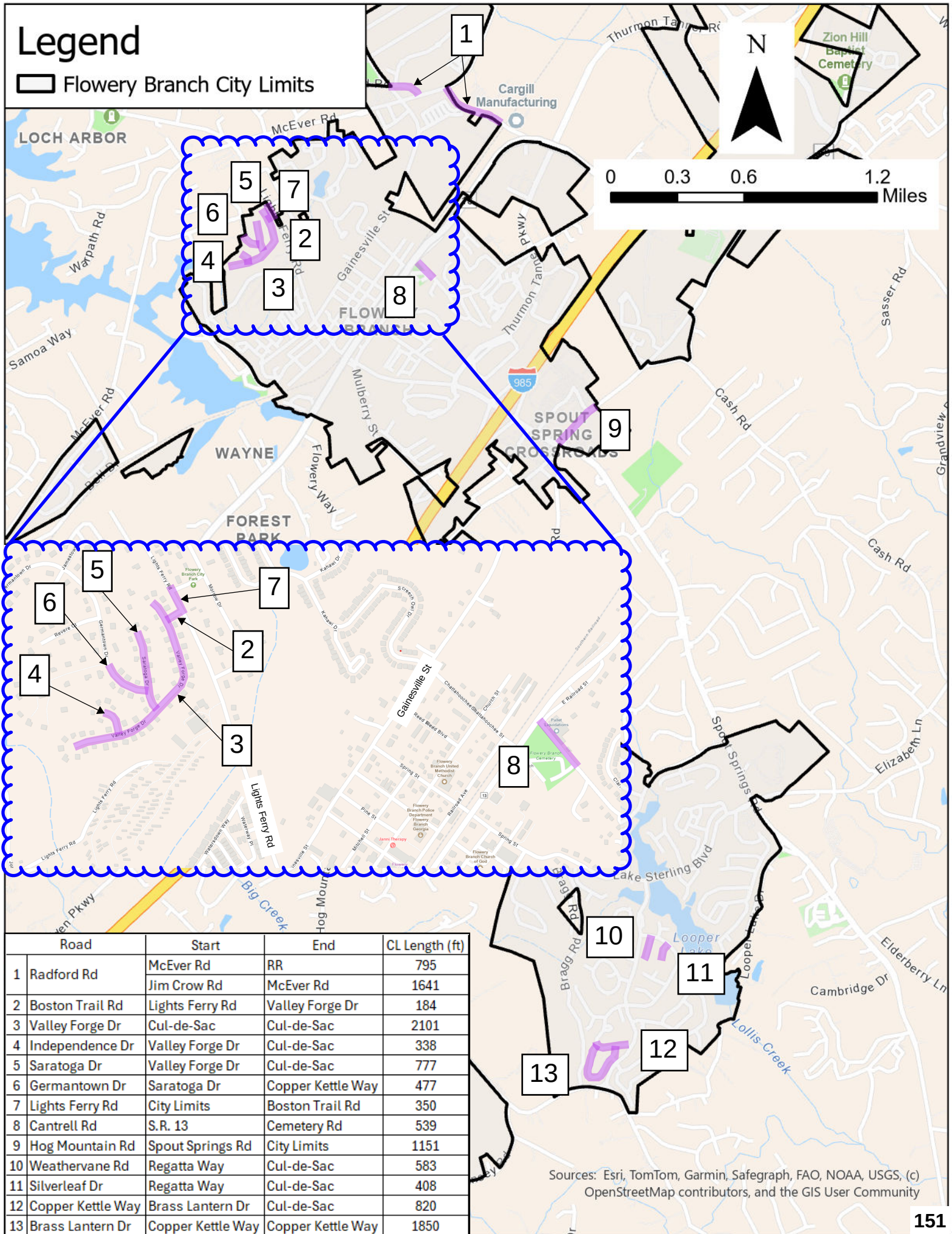
I hereby certify that this is a true and accurate Bid Tabulation of all bids received on April 17, 2025.



Andrew S. Vregegood, PE

Legend

 Flowery Branch City Limits



Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2025 Road Resurfacing Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated April 17, 2025, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Six Hundred Ninety Four Thousand, Twenty Six and 69/100 Dollars (694,026.69).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20__.

City of Flowery Branch

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
C.W. Matthews Contracting Co., Inc this ____ day of _____, 20__.
(Contractor)

By: _____

Title: _____

ROAD RESURFACING IMPROVEMENTS

PREPARED FOR

THE CITY OF
FLOWERY BRANCH, GEORIGIA



CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS



CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

ROAD RESURFACING IMPROVEMENTS

FOR THE

CITY OF FLOWERY BRANCH

HALL COUNTY

FEBRUARY 2024

ESG Engineering, Inc.
6400 Peake Road
Macon, Georgia 31210

CONTRACT DOCUMENTS

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SECTION 00100
ADVERTISEMENT FOR BIDS

1. Sealed Bids: Sealed bids for construction of the project entitled **2025 Road Resurfacing Improvements** will be received until Thursday, April 17, 2025 at 1:30 PM at the City Manager's Office, 5410 Pine Street, Flowery Branch, GA 30542, at which time and place they will be publicly opened and read. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.
2. Work To Be Done: The Work to be completed for the **2025 Road Resurfacing Improvements** is described briefly as follows:

The project consists of roadway resurfacing/milling & overlay improvements in the City of Flowery Branch. Work includes (but is not limited to) asphalt milling; Open-Graded Interlayer asphaltic concrete; asphalt pavement overlay; asphalt leveling course; pavement striping and marking replacement; and other associated work.
2. Plans, Specifications and Contract Documents: Complete digital specifications and contract documents are available at www.QuestCDN.com. You may view the digital documents for free by entering Quest project number **9576786** on the website's project search page. The fee to download the digital documents is \$200 (**non-refundable**) payable through the website. **A Bidder's proposal will not be considered by the Owner unless the Bidder is on record with Quest/ESG Engineering, Inc. as having purchased and received complete Bidding Documents.** Please contact QuestCDN customer support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with digital project information. Any other questions can be directed to the issuing office, ESG Engineering, Inc. Margaret Hildebrand mhildebrand@esgengineering.com or 478-474-4996 ext. 239.
4. Contractor License: Any Contractor submitting a bid must be licensed by the State of Georgia. See Instructions to Bidders for additional bidding requirements.
5. Bonds: Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability". Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
6. Funding: This project will be funded through local funds.
7. Permits: All permits required for the construction of this project are expected to be obtained before the Bid Date.
8. Reservation of Rights: Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

City of Flowery Branch
Represented By: Tonya Parrish
City Manager

SECTION 00200 INSTRUCTIONS TO BIDDERS

INTENTION: It is intended that the Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications and Construction Drawings shall cover the complete work to which they relate.

ARTICLE 1 DEFINED TERMS: In addition to the terms defined in the General Conditions, (EJCDC 1910-8) (1996), additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 **Bidder** – One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 **Successful Bidder** – The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 1.3 **Bid** – A complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.
- 1.4 **Addenda** – Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

ARTICLE 2 BID FORM: All bids must be made upon the Bid Forms hereto annexed and shall state the amount bid for each item shown, and all bids must be for materials and work called for in the specifications. **Deposits for plans and specifications are not refundable.**

- 2.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.
- 2.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 2.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 2.4 All names must be typed or printed in black ink below the signature.
- 2.5 The Bid shall contain an acknowledgement of receipt of all Addenda (the

numbers of which must be filled in on the Bid Form).

- 2.6 The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 3 QUALIFICATIONS OF BIDDERS:

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must submit with Bid detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be necessary to assist Owner in determining Contractor's qualifications.
- 3.2 Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.

ARTICLE 4 COPIES OF BIDDING DOCUMENTS:

- 4.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.2 Owner and Engineer in making copies of Bidding Documents available for a non-refundable deposit do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 5 EXAMINATION OF BIDDING DOCUMENTS, OTHER DATA, AND SITE:

- 5.1 It is the responsibility of each Bidder before submitting a bid:
 - 5.1.1 To examine and study thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
 - 5.1.2 To visit the work site to ascertain by inspection pertinent location conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.
 - 5.1.3 To become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - 5.1.4 To obtain and carefully study (or assume responsibility for

doing so) all addition or supplementary examination investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required of the bidding documents, and safety precautions and programs incident thereto;

- 5.1.5 To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and
 - 5.1.6 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents and such other related documents;
 - 5.1.7 To agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - 5.1.8 To become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - 5.1.9 To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.2 The Owner shall make available to all prospective bidders, previous to receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.
- 5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding

Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 PRE-BID CONFERENCE:

- 6.1 If owner elects to conduct a pre-bid conference, all plan holders will be notified via addendum.

ARTICLE 7 INTERPRETATIONS AND ADDENDA:

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. The person submitting the request shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 BID SECURITY:

- 8.1 All bid forms must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount. All bonds must appear on the Treasury Department's most current Circular 570 Listing.
- 8.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after

the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids, which are not competitive, will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT COMPLETION TIME: The number of days within which, or by which the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 10 SUBSTITUTES AND “OR EQUAL” TERMS:

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those Substitute or “Equal” materials and equipment approved by Engineer. Materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed Substitute or “Equal” item.
- 10.2 No item of material or equipment will be considered by Engineer as a Substitute/ “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.7.1 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval to allow inclusion of a proposed item in the Bid will be final. Contractor shall refer to General Conditions (Paragraph 6.7.1), Supplementary Conditions (Section 5.0), and the Technical Specifications or further guidance on submittal procedure and approval requirements on substitutes or “or-equal” items.

ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

- 11.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit

a substitute/ "or-equal",

- 11.2 If apparent Successful Bidder declines to make any such substitution/ "or-equal", Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions would not constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 11.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 12 SUBMITTAL OF BIDS: Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in a sealed opaque envelope, marked with the project title, and name and address of Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder is responsible for seeing that his Bid is received by the Owner not later than the advertised time set for the opening of Bids.

- A. Additional documents required to be completed and included with the submission of each Bid include the following:
1. Section 00210 – Immigration and Security Form
 2. Section 00470 – Qualifications of Bidder
 3. Section 00480 – Certification of Non-Segregated Facilities
 4. Section 00481 – Noncollusion Affidavit of Prime Bidder

ARTICLE 13 MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.

- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided.

ARTICLE 14 OPENING OF BIDS: Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amount of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15 ACCEPTANCE OF BIDS: Bids may not be withdrawn (except as noted in Paragraph 13) after the time set for the opening of Bids. Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.

ARTICLE 16 AWARD OF CONTRACT:

- 16.1 Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- 16.2 Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 16.3 In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

The Owner will also consider whether the Bidder involved:

- (a) Maintains a permanent place of business;

- (b) Has adequate plant and equipment to do the work properly and expeditiously;
- (c) Has suitable financial status to meet obligations incidental to the work;
- (d) Has appropriate technical experience.

16.4 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.6 If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.7 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

ARTICLE 17 MODIFICATIONS OF QUANTITIES: If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the Work to bring the cost within the available funds. The Owner also reserves the right to delete whichever items or portions of items he considers to be in the best interest of the Owner.

ARTICLE 18 CONTRACT SECURITY: The General Conditions and Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

ARTICLE 19 SIGNING THE AGREEMENT: When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the

required counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to the Contractor.

ARTICLE 20 LAWS AND REGULATIONS: The Contractor shall comply with local, District, County, State and Federal laws applicable to the work.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

ARTICLE 21 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Contractor shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.

ARTICLE 22 TERMINATION OF CONTRACT: If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a proration of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

END OF SECTION

SECTION 00210
Immigration and Security Form

IMMIGRATION AND SECURITY FORM

**THE SUCCESSFUL BIDDER MUST PROVIDE THE OWNER WITH THE
PROPERLY COMPLETED AND PROPERLY SIGNED IMMIGRATION AND SECURITY FORMS AS
REQUIRED BY
GEORGIA SENATE BILL 529
“GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT OF 2006” O.C.G.A. § 13-10-90 AND § 13-10-91**

THIS FORM MUST BE COMPLETED BY ALL CONTRACTORS AND SUBCONTRACTORS

THE FORM ATTACHED HERETO.

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et. seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulation issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulation issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulation issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract(s) with the City of Flowery Branch.

Signature

Title

Firm Name:

Street/Mailing Address:

City, State, Zip Code:

Telephone Number:

Email Address:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Flowery Branch has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Flowery Branch, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Flowery Branch at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

(End of Form)

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with City of Flowery Branch has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

(End of Form)

END OF SECTION

SECTION 00410
BID FORM

PROJECT IDENTIFICATION:

2025 Road Resurfacing Improvements

CONTRACT IDENTIFICATION AND NUMBER:

F0002.022

THIS BID IS SUBMITTED TO:

City of Flowery Branch
5410 Pine St
Flowery Branch, GA 30542

THIS BID IS SUBMITTED FROM:

Bidder: _____

Address: _____

Phone: _____

State of Georgia Business License No.: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

(d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said

Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

(h) Bidder agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the Owner.

(i) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below:

A) BASE BID: 2025 ROAD RESURFACING IMPROVEMENTS

BID FORM BEGINS ON PAGE 4

BID FORM: 2025 ROAD RESURFACING IMPROVEMENTS					
ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
100	34,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement		
101	100	TN	Recycled Asphalt Leveling Course		
102	2,600	TN	9.5mm "Type II" Asphalt Overlay (110 lb/sy per inch)		
103	850	TN	12.5mm Asphalt Overlay (110 lb/sy per inch)		
104	115	TN	19mm Asphalt Binder Course (110 lb/sy per inch)		
105	40	TN	Open Graded Interlayer (OGI) Asphalt (90 lb/sy per inch)		
107	9	EA	Speed Bump Installation		
109	29,500	LF	Traffic Stripe, Yellow/White High-Build Paint		
110	160	LF	Stop Bar, 24" - White High-Build Paint		
111	250	SY	Median Hatching - White High-Build Paint		
112	130	SY	Pedestrian Crosswalk, 8" - White High-Build Paint		
113	1	EA	Railroad Crossing Marking		
114	28	EA	Pavement Marking Arrow - White High-Build Paint		
115	1	LS	Traffic Control		
116	1	LS	Supplementaary Work Allowance	\$50,000.00	
BID TOTAL:					

Bidder agrees to furnish all labor, materials, and equipment necessary to construct the **2025 Road Resurfacing Improvements** for the City of Flowery Branch for the sum of:

_____ Dollars
 (\$_____).

6. Bidder agrees that the Work will be substantially complete and ready for final payment in accordance with the completion time/dates provided in the Contract and any Addenda.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
8. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of 5% of the Bid Total Price.
9. The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
10. Communications concerning this Bid shall be addressed to:
ESG Engineering, LLC
6400 Peake Rd
Macon, GA 31210
Attn: Margaret Hildebrand
mhildebrand@esgengineering.com
11. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 20____.

BIDDER: _____

BY: _____

TITLE: _____

STATE CONTRACTOR
LICENSE NO. _____

ADDRESS: _____

PHONE: _____

Seal: (if bid by a Corporation)

END OF SECTION

**SECTION 00460
BID BOND**

STATE OF GEORGIA

COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and
_____, as Surety, are held and firmly bound unto the City
of Flowery Branch for the sum of
_____ Dollars (\$_____) lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for construction of:

2025 Road Resurfacing Improvements

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten days after receipt of conformed contract documents execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Owner and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the Owner, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the Owner, or in the event of the failure of the Contractor to execute and deliver the Contract Agreement and give said Performance and Payment Bonds, the Contractor shall pay the Owner the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal, and execute the Special Assurances form, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-40 et seq. and Section 30-91-50 et seq. an all the provisions of the law referring to this character of

bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

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

PRINCIPAL: _____

Signed and sealed in
the presence of

By: _____

1. _____

Title: _____

2. _____

SURETY: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

END OF SECTION

SECTION 00470
QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Legal Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contract on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$_____.
15. Give Bank Reference _____.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the _____.
17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the _____, Georgia in

verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at _____ this ____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

State of _____

County of _____

_____, being duly sworn deposes and

says that he is _____ of _____
(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this ____ day of _____, 20____.

(Notary Public)

My Commission expires:

_____, 20____

SECTION 00480
CERTIFICATION OF NONSEGREGATED FACILITIES

(To be completed and submitted with Bid)

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

Date _____, 20____

(Name of Bidder)

Official Address

BY: _____

TITLE: _____

SECTION 00481
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of Hall

_____, being first duly sworn, deposed
and says that:

(1) He is

_____ of
(owner, partner, officer, representative, or agent)

_____, the Bidder that has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affidavit, has in any
way colluded, conspired, connived or agreed, directly or indirectly with any other
Bidder, firm or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding
in connection with such contract, or has in any manner directly or indirectly sought
by agreement or collusion or communication or conference with any other Bidder,
firm or person to fix the price or prices in the attached Bid or of any other Bidder,
or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the **City of Flowery Branch** or any
person interested in the proposed Contract and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the
part of the Bidder or any of its agents, representatives, owners, employees, or
parties in interest, including this affidavit.

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2008.

(Notary Public)

My commission expires _____, 20__.

**SECTION 00500
AGREEMENT**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____, by and between the City of Flowery Branch (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of roadway resurfacing/milling & overlay improvements in the City of Flowery Branch. Work includes (but is not limited to) asphalt milling; Open-Graded Interlayer asphaltic concrete; asphalt pavement overlay; asphalt leveling course; pavement striping and marking replacement; and other associated work.

Article 2. ENGINEER.

The Project has been designed by **ESG Engineering** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work within 90 consecutive calendar days from the "Notice to Proceed" date.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current as follows:

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in paragraphs 5.1.1, 5.1.1.2 and 5.2 below. All such payments will be measured by the schedule of values established in paragraph 14.1 of the General Conditions.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, including but not limited to liquidated damages, in accordance with paragraph 14.2 of the General Conditions.

95% of the work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the

Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of the Cost of the Work (with the Balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.1.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less 200% of the Market value of the Work remaining and less such amounts as Engineer shall determine in accordance with Paragraph 14.7 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.7 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical

conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
- 7.3 Performance and other Bonds
- 7.4 Notice of Award
- 7.5 General Conditions
- 7.6 Supplementary Conditions
- 7.7 Specifications bearing the following general title: "Road Resurfacing Improvements" for the City of Flowery Branch, consisting of the divisions as listed in table of contents thereof.

- 7.8 Drawings, consisting of a cover sheet and sheets numbered C0.0 through C7.1, inclusive, with each sheet bearing the following general title: "2025 Road Resurfacing Improvements" for the City of Flowery Branch.
- 7.10 Addenda numbers __ to __, inclusive.
- 7.11 CONTRACTOR's Bid
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 7.14 The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 8.4 Any provision or part of the Contract documents held void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 9. OTHER PROVISIONS.

IN WITNESS WHEREOF. OWNER and CONTRACTOR have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER

CONTRACTOR

By _____

BY _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

City of Flowery Branch _____

5410 Pine St _____

Flowery Branch, GA 30542 _____

(If OWNER is a public body, attach evidence
License No. _____
of authority to sign and resolution or other
documents authorizing execution of
Agreement)

Agent for service of process: _____

(If CONTRACTOR is a
corporation, attach evidence of
authority to sign)

END OF SECTION

**SECTION 00610
PERFORMANCE BOND**

STATE OF GEORGIA

COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(Name and Address of Contractor)

as Principal (hereinafter known as "CONTRACTOR"), and
we, _____

(Name and Address of Surety)

as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the
City of Flowery Branch.

(Name of Owner)

for the use and benefit of those entitled thereto, in the sum of _____
_____ Dollars (_____)

(Contract Sum)

for the payment of which well and truly to be made, in lawful money of the United States, we do
hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the OWNER has engaged the said CONTRACTOR for the sum of _____
_____ Dollars (_____)

(Contract Sum)

for the construction of: 2025 Road Resurfacing Improvements
(Name of Contract/Project)

as more fully appears in a written Agreement bearing the date of _____,
20____, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and
obligations under the said agreement or contract hereinbefore referred to and shall fully

indemnify and save harmless the said OWNER from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said CONTRACTOR to do so, and shall fully reimburse and repay the said default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

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

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-40 et seq and 36-91-70 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of _____, 20____. Executed in 4 counterparts.

SECTION IS CONTINUED ON PAGE 3

CONTRACTOR: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

SURETY: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

- NOTE:
1. Date of bond must not be prior to date of contract. If CONTRACTOR is a PARTNERSHIP, all partners should execute bond.
 2. Surety companies executing bonds must appear on the Treasure Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

STATE OF GEORGIA

COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(Name and Address of Contractor)

as Principal (hereinafter known as "CONTRACTOR"), and we, _____

(Name and Address of Surety)

as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the
City of Flowery Branch.

(Name of Owner)

for the use and benefit of those entitled thereto, in the sum of _____
_____ Dollars (_____)

(Contract Sum)

for the payment of which well and truly to be made, in lawful money of the United States, we do
hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the OWNER has engaged the said CONTRACTOR for the sum of

_____ Dollars (_____)

(Contract Sum)

for the construction of: 2025 Road Resurfacing Improvements

(Name of Contract/Project)

as more fully appears in a written Agreement bearing the date of _____,

20____, a copy of which Agreement is by reference hereby made a part hereof.

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

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

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the CONTRACTOR and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said CONTRACTOR or Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the _____, as the agent of each them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the CONTRACTOR and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-91-40 et seq and 36-91-90 et seq and all the provisions of law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this __ day of _____, 20____. Executed in 4 counterparts.

CONTRACTOR: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

SURETY: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

- NOTE:
1. Date of bond must not be prior to date of contract. If CONTRACTOR is a PARTNERSHIP, all partners should execute bond.
 2. Surety companies executing bonds must appear on the Treasure Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2025 Road Resurfacing Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ Dollars
(_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20____.

City of Flowery Branch

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this ____ day of _____, 20____.
(Contractor)

By: _____

Title: _____

**SECTION 00622
NOTICE TO PROCEED**

To: _____ Date: _____

_____ Project: 2025 Road Resurfacing Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

City of Flowery Branch
OWNER

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE
TO PROCEED is hereby
acknowledged by

_____,
this the _____ day of _____, 20____

By _____

Title _____

**SECTION 00700
GENERAL CONDITIONS**

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SECTION 00700 GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress for final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the

Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as

required by the Contract Documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering and addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional Copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Project:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict,

error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 a preliminary Progress Schedule;

2.6.2 a preliminary Schedule of Submittals; and

2.6.3 a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.,

and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Preconstruction Conference:

Initial Acceptance of Schedules:

2.8 At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.6. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

2.8.1 The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2.8.2 Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

2.8.3 Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a

reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of

any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonable have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 a formal Written Amendment,

3.4.2 a Change Order (pursuant to paragraph 10.4), or

3.4.3 a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the followings ways:

3.5.1 a Field Order (pursuant to paragraph 9.5),

3.5.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS;
PHYSICAL CONDITIONS; REFERENCE POINTS

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Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as

indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 *Existing Structures:* Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at our contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in Writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 *Possible Document Change:* IF ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy of difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1 *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and ENGINEER

shall not be responsible for the accuracy or completeness or any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be

allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the extent to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Reference Points:

4.4 OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever an reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and

payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or

furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2 Claims for damages because of bodily injury occupational sickness or disease, or death on CONTRACTOR's employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising

out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER and with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5 OWNER shall be responsible for purchasing and maintaining OWNER's own

liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance or

additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If OWNER requests in writing that other special insurance be included in the property insurance policy, CONTRACTOR shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, CONTRACTOR shall in writing advise OWNER

whether or not such other insurance has been procured by CONTRACTOR.

Waiver of Rights:

5.11.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties names as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2 OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of

its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7 OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledge notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the

provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. In the case where the name is followed by words indicating that substitutions/ "or equals" are permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by BIDDER to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute/ "or-equal" items of material and equipment will not be accepted by ENGINEER from anyone other than BIDDER. If BIDDER wishes to furnish or use a substitute/ "or-equal" item of material or equipment, BIDDER shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute/ "or-equal" or will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to

that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute/ "or-equal" item will not prejudice BIDDER'S achievement of Substantial Completion on time, whether or not acceptance of the substitute/ "or-equal" item for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed item and whether or not incorporation or use of the item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute/ "or-equal" item from that specified will be identified in the application and available maintenance repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such item, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute/ "or-equal" item. ENGINEER may require BIDDER to furnish at BIDDER'S expense additional data about the proposed substitute/ "or-equal" item.

6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, BIDDER may furnish or utilize a substitute/ "or-equal" means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute/ "or-equal" item proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as

applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute/ "or equal" item. ENGINEER will be the sole judge of acceptability, and no item will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require BIDDER to furnish at BIDDER's expense a special performance guarantee or other surety with respect to any substitute/ "or-equal" item. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating items proposed by BIDDER and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute/ "or-equal" item, BIDDER shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed item.

Concerning Subcontractors, Suppliers and Others:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons

or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute/ "or-equal" item, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.

6.9 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organization performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such

Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER

and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening the Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises which construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the

performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims damages, losses and expenses (including, but not limited to fees or engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all employees on the Work and other persons and organizations who may be affected thereby:

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of

construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body (Including OSHA) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's

superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review submission. All submissions will be

identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings

and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission

will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by a negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence

of any such party.

6.31 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if

CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an

acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

Coordination:

7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of OWNER under the Contract

Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1 Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 ENGINEER will be OWNER's

representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not

ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretation:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve as adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore

as provided in Article 11 or 12.

Rejecting Defective Work:

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8 In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to

the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of

final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13 Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15 ENGINEER will not be responsible for CONTRACTOR's means, methods,

techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect

to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments)

10.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of

any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1.).

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications

agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by

Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used

by not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is not longer necessary for the Work.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of

CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses will be included in the Cost of Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators,

attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Cost due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expenses costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decreases

plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract

Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 There the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR

believes that CONTRACTOR has incurred additional expenses as a result thereof, CONTRACTOR may make a claim for an increase in the CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR is a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be *defective*. Prompt notice of all defects shall be given to CONTRACTOR. All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 ENGINEER and ENGINEER's representatives, other representative of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times

for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspection:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspection, tests or approvals.

13.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for

observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR with CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observations and replaced at CONTRACTOR's expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the CONTRACT Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not

found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to

reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored

elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as many be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will

be based on the number of units completed.

Application for Progress Payment:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Supplementary Conditions.

CONTRACTOR's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is

entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extents as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1 the Work is *defective*, or completed Work has been damaged requiring correction or replacement.

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the

tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantial complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER

considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division or responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation

and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instruction, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for

in the Contract Documents, together with complete and legally effective releases of waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or leases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case

CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Docu-

ments, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of *defective* Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16 The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 if CONTRACTOR makes a general assignment for the benefit or creditors;

15.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge or property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors:

15.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and

the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR when existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Contractor May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 METHODS AND PROCEDURES

In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the OWNER and the CONTRACTOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

The OWNER and the CONTRACTOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

ARTICLE 17 - MISCELLANEOUS

Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid,

to the last business address known to the giver of the notice.

Computation of Time:

17.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to

be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

SECTION 00800 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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SC-2.3. Delete Paragraph 2.3 in its entirety and insert the following in its place:

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

SC-2.4. Delete Paragraph 2.4 in its entirety and insert the following in its place:

The Contractor shall start to perform the Work within 10 calendar days of the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

SC-2.5. Add the following to the end of Paragraph 2.5:

Any known discrepancy that Contractor adjusts without requesting interpretation or clarification from the Engineer shall be made at the risk of the Contractor, and Contractor shall bear all expenses arising from complications from such adjustment.

SC-2.7. Add the following to the end of Paragraph 2.7:

Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

SC-4.2.1 Add the following to the end of Paragraph 4.2.1

In the preparation of Drawings and Specifications, Engineer has relied upon the following reports of explorations and test of sub-surface conditions at the site of the Work:

4.2.1.1 None

SC-4.3.3 Add a new Paragraph immediately after Paragraph 4.3.2:

4.3.3 In the preparation of Drawings and Specifications, Engineer has relied upon the following drawings of physical conditions in or relating to existing surface and sub-surface structures (except Underground Utilities) which are contiguous to the site of the Work:

4.3.3.1 None

SC-5.4. Delete Paragraph 5.4 and the heading entitled "Contractual Liability Insurance:" in its entirety and insert the following in its place:

5.4 The limits of liability for insurance required by Paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.4.1. Workers' Compensation, and related coverages under Paragraphs 5.3.1 and 5.3.2 of the General Conditions:

5.4.1.1.	State:	Statutory
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- 5.4.1.2. Applicable Federal
(e.g., Longshoremen's) Statutory
- 5.4.1.3. Employer's Liability \$ 200,000
- 5.4.1.4. Contractor shall show Owner as additional insured.

5.4.2. Contractor's Comprehensive General Liability under Paragraphs 5.3.3 through 5.3.6 of the General Conditions:

5.4.2.1 Combined Single Limit for Bodily Injury and Property Damage

\$1,000,000	Each Occurrence
Or combined single limit	\$2,000,000

General Aggregate	\$2,000,000
Operations Aggregate	\$2,000,000

5.4.2.2. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

5.4.2.3. Personal Injury, with employment exclusion deleted

\$1,000,000	Annual Aggregate
\$1,000,000	Each Occurrence

5.4.3. Comprehensive Automobile Liability under Paragraph 5.3.7 of the General Conditions:

5.4.3.1. Bodily Injury:

\$1,000,000	Each Person
\$2,000,000	Each Occurrence

5.4.3.2 Property Damage:

\$1,000,000	Each Occurrence
Or combined single limit	\$2,000,000

5.4.4 Builders Risk Insurance (Fire and Extended Coverage):

5.4.4.1 100% completed value based on the insurable portion of the project

5.4.4.2 Policy must protect the interests of the Owner, Contractor, and Sub-Contractors against loss by fire, vandalism, malicious

mischief, and all hazards included in a standard "All Risk"
Coverage endorsement. Policies shall be in the name of the
Owner and Contractor.

- 5.4.5 The comprehensive general liability insurance will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31 of the General Conditions. Contractual Liability coverage shall provide coverage for not less than the following amounts:

5.4.5.1. Bodily Injury:

\$500,000	Each Occurrence
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5.4.5.2 Property Damage:

\$100,000	Each Occurrence
\$ N/A	Annual Aggregate

SC-6.4 Add the following language at the end of paragraph 6.4:

Contractor shall arrange for all necessary services through the local agencies at his own expense.

SC-6.7.3. Delete Paragraph 6.7.3 in its entirety and insert the following in its place:

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute/ "or-equal" item. Complete written applications as detailed in Section 6.7 of the General Conditions must be received by ENGINEER at least fifteen (15) calendar days prior to the date (by end-of-business) for receipt of Bids. The burden of proof of the merit of the substitute/ "or-equal" item is upon the Bidder. ENGINEER will be the sole judge of acceptability, and ENGINEER'S decision of approval or disapproval of an item will be final. If ENGINEER approves any substitute/ "or-equal" item, such approval will be set forth in an Addendum issued to prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

SC-6.7.4-6 Add new paragraphs immediately after Paragraph 6.7.3:

6.7.4 Submittals for substitute/ "or-equal" items shall include illustrative drawings, specifications, descriptive brochures, installation lists, weights, metal thickness of principal components, drive arrangements, torques, power requirements, performance curves, installation requirements, availability of spare parts, local service capability, and other items necessary for the ENGINEER to determine that the intent of the Specifications is to be met. Submittal must also include

an enumeration of any and all changes required in the contract documents for incorporation of the proposed item. Incomplete submittals will not be reviewed or commented upon.

6.7.5 Submitted items that are determined to be “equal” or acceptable substitute to the named equipment or item in the specifications will be approved and commented upon by addendum to notify all Bidders of approval and any stipulations for the products use in preparation of his/her bid.

SC-6.8.3 Add a new paragraph immediately after Paragraph 6.8.2:

6.8.3. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.21 Add the following language at the end of paragraph 6.21:

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Contractor and any subcontractor so that Contractor may promptly report the facts to the Engineer, giving full details of the accident. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

SC-6.33 Add a new paragraph immediately after Paragraph 6.32:

6.33 Contractor shall require any and all subcontractors to conform to the obligations under paragraph 6.30 prior to commencing any work.

SC-9.3 Add the following language at the end of paragraph 9.3:

The Owner reserves the right to provide Resident Project Representative services for this project through the services of the Engineer. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in the Agreement Between Owner and Engineer, executed for this specific Project.

SC-11.9.2 Add the following language at the end of paragraph 11.9.2:

Direct payment will only be made items specifically listed in the Bid Form, and the cost of any other work will be included in the unit price for the item to which it relates.

SC-12.2 Add the following sub-Paragraphs to Paragraph 12.2

12.2.1 For the purposes of this contract, abnormal weather conditions shall be defined as wet weather conditions that exceed the normal, reasonably expected adverse weather days for that particular place at that particular time of year. Extension of time for abnormal weather conditions will be granted for those days where precipitation is one-eighth (0.125) inches or greater and where the number of such days exceed the normal, reasonably expected adverse weather days in that particular month. No reduction in Contract Time will be required for calendar months with less than the normal adverse weather days.

12.2.2 The determination of normal adverse weather days will be based on the average number of calendar days over the last five years in which more than one-eighth (0.125) inches of rain fell as measured by the Williamson, Georgia "Georgia Automated Environmental Monitoring Network" station for that particular month. This data may be accessed via the following website:

<http://www.griffin.uga.edu/aemn/>

12.2.3 For this purposes of this contract, normal adverse weather days, as calculated by the method described in 12.2.2 are listed below by month:

January	9	July	7
February	10	August	7
March	8	September	5
April	5	October	6
May	5	November	5
June	8	December	7

12.2.4 Requests for extension of Contract Time due to abnormal weather conditions must be submitted to Engineer with the monthly pay request for the month in which the delays occurred. Failure to request such extension with the pay request may invalidate the Contractor's right to an extension for these delays.

SC-12.3.1 Add the following sub-Paragraph to Paragraph 12.3:

- 12.3.1 If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the Contract Time, plus any extensions made in accordance with Article 12 of the General Conditions, and if the Owner does not exercise his reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work, in which event, actual damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount outlined in the Agreement per calendar day for each day that the work is delayed beyond the contract completion will be assessed to the Contractor until the work is completed.

SC-13.2 Delete Paragraph 13.2 in its entirety and insert the following in its place:

Engineer and Engineer's representatives, other representative of Owner, testing agencies, the Georgia Department of Natural Resources, the Environmental Protection Division, the Department of Labor, and any other governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

SC-17.5 Add the following new Paragraphs immediately after Paragraph 17.4:

- 17.5 The Contractor acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of the Agreement.
- 17.6 The Contractor shall comply with the Department of Labor Safety and Health Regulation for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). These regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.
- 17.7 The Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

SECTION 01020 ALLOWANCES

PART 1 – GENERAL

- A. The Contractor shall include in his bid proposal the allowances stated herein. The final amount of any allowance item listed herein shall be adjusted accordingly by change order to reflect actual cost.

PART 2 – PRODUCT

- A. The Contractor shall allow an amount for Supplemental Work Allowance (SWA's) as indicated in the Bid Form. SWA shall be utilized to incorporate cost changes for any additional authorized work into the scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform additions to work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any SWA's will be issued; SWA's shall be issued at the discretion of the Owner only.

The value of any work covered by a SWA shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.3).
2. By mutual acceptance of a lump sum by Contractor and the Owner.
3. On the basis of the cost of the work plus a Contractor's Fee for overhead and profit.

PART 3 – EXECUTION

- A. Amounts stated shall include all taxes, coordination and handling that may be required to provide the equipment to the owner. Owner may choose to delay the purchase of equipment to the end of the contract.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the Project.
- B. The project is to be bid as one contract.
- C. Defect assessment and non-payment for rejected work.

1.02 MEASUREMENT OF WORK

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Work shall be measured by the Engineer or his representative with assistance from the Contractor prior to preparation of a payment request by the Contractor.
- C. Unit quantities that are measured in place shall be measured monthly. The Contractor shall give the Engineer a minimum of two days' notice for making all required measurements.
- D. Materials that must be measured as delivered shall be measured at the time of delivery by the Engineer or his representative; the Contractor shall provide sufficient advance notice so that such measurements can be made.
- E. Work completed shall be measured for completion against the schedule of values provided by the Contractor in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mailboxes removal of trees, relocation of utilities, field engineering, clearing and grubbing, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid. No additional payments will be made for such activities.

1.03 ESTIMATED QUANTITIES

- A. All estimated quantities for unit price items, stipulated in the BID FORM, or other Contract Documents, are approximate and are to be used as a basis for comparing the bids submitted for the Project. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The

basis of payment for work and materials will be the actual amount of work done and materials furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually furnished and the estimated amounts included in the BID FORM. The Contractor will not be paid for any work which exceeds the quantity set forth in the BID FORM without a change order issued before the work is performed unless specifically ordered in writing by the Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight – Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume – Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area – Measured by square dimension using mean length and width or radius.
- D. Linear Measurement – Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Sum/Price Measurement – Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PROGRESS PAYMENTS

- A. **Progress payments shall be based on the quantity of units installed.**
- B. All items of Work not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials, labor, etc., to successfully and satisfactorily complete Work specified.
- D. Payment – The Contractor will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under any section of the Contract Documents except as provided for in the BID FORM. Where measurements are required to be made by the Engineer, for the payment of a pay item, the failure of the Contractor to give the adequate notification or failure of the Contractor to give the engineer assistance for the

measurement shall result in the forfeiture of payment for the work or item which was not measured.

- E. Work to be paid for as a “Lump Sum” shall be measured for completion against the “Schedule of Values” provided by the Contractor. The “Schedule of Values” shall be submitted at the Preconstruction conference and shall include quantities and prices of items aggregating the total “Lump Sum” and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

PART 2 – PRODUCTS

2.01 STORED MATERIALS

- A. Full payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal and shop drawings for said materials have been approved.

PART 3 – EXECUTION

3.01 VARIABLE DEPTH MILLING OF ASPHALTIC CONCRETE PAVEMENT

- A. Measurement: Measurement for Variable Depth Milling of Asphaltic Concrete Pavement shall be on a per square yard basis for asphalt pavement milled to the depth necessary to prepare for asphalt paving, as specified in the Plans.
- B. Payment: Payment for Variable Depth Milling of Asphaltic Concrete Pavement shall be on the basis of the unit price provided in the BID FORM. Payment shall include milling operation, hand-removing asphalt around valve boxes and manholes/structures, hauling, and proper stockpiling of the asphalt pavement, as well as all labor, materials, tools, testing, and equipment required as specified on the Plans and in the Specifications. Payment shall also include any concrete utility patch milling/removal required for overlay.

3.02 RECYCLED ASPHALT LEVELING COURSE

- A. Measurement: Measurement for the Recycled Asphalt Leveling Course shall be based on the number of tons of Asphalt Leveling Course placed on the road. Asphalt Leveling Course shall only be placed on the road at the Engineer’s direction.
- B. Payment: Payment for the Recycled Asphalt Leveling Course shall be on the basis of the unit price as shown in the BID FORM. Truckload tickets must be submitted for payment.

3.03 ASPHALTIC CONCRETE OPEN GRADED INTERLAYER (OGI)

- A. Measurement: Measurement of Asphaltic Concrete Open Graded Interlayer (OGI) shall be on the basis of the number of tons of OGI paved at an application rate of 90 lbs/sy per 1" placed as necessary for new paving and as shown on the Plans.
- B. Payment: Payment for Asphaltic Concrete Open Graded Interlayer (OGI) shall be on the basis of the unit price provided in the Bid Form at the application rate specified. Payment for OGI shall include asphalt, aggregate, tack coat, crack seal, prime coat (where specified on the plans), labor, materials, testing, tools, and equipment required as outlined in the Specifications. Truckload tickets must be submitted for payment. Open Graded Interlayer production and application shall conform and adhere to GDOT Specification Section 415 – Asphaltic Concrete Open Graded Interlayer.

3.04 ASPHALT SURFACE/BINDER COURSE

- A. Measurement: Measurement of Asphalt Surface/Binder Course shall be on the basis of the number of tons of asphalt paved at an application rate of 110 lbs/sy per 1" placed as necessary for new paving and as shown on the Plans.
- B. Payment: Payment for Asphalt Surface/Binder Course shall be on the basis of the unit price provided in the Bid Form at the application rate specified. Payment for asphalt surface course shall include asphalt, tack coat, crack seal, prime coat (where specified on the Plans), labor, materials, testing, tools, and equipment required as outlined in the Specifications. Truckload tickets must be submitted for payment.

3.09 TRAFFIC STRIPING & MARKINGS

- A. Measurement:
 - 1. Solid and Skip Traffic Stripe: Measurement for solid and skip traffic stripe shall be on the basis of the linear footage of striping for each thickness and color installed as measured along the center line of the striping.
 - 2. Median Hatching: Measurement for Median Hatching shall be on the basis of the square yardage of striping installed in the median areas to be hatched.
 - 3. Pedestrian Crosswalk: Measurement for Pedestrian Crosswalk shall be on the basis of the square yardage of crosswalk hatching that is installed.
 - 4. Stop Bar: Measurement for Stop Bar shall be on the basis of the linear footage installed as measured along the center line of the bar.

5. Pavement Markings: Measurement for Pavement Markings shall be on the basis of the number of arrows and word markings that are installed.
- B. Payment: Payment for Traffic Striping & Markings shall be on the basis of the unit price provided in the BID FORM and shall include both yellow/white and solid, skip, and hatched high-build paint (not thermoplastic) traffic striping of the color, style, extents, and width specified, all temporary striping/hatching, as well as all labor, materials, tools, testing, and equipment required.

3.11 SPEED BUMP INSTALLATION

- A. Measurement: Measurement for Speed Bump Installation shall be on the basis of the number of speed bumps that are installed as shown in the Bid Form.
- B. Payment: Payment for Speed Bumps Installation shall be at the unit price provided in the Bid Form and shall include removal of existing speed bumps where present, installation of new speed bumps, and all labor, materials, tools, and equipment required to install the speed bumps where shown in the plans.

3.12 TRAFFIC CONTROL

- A. Measurement: Measurement for Traffic Control shall be on a lump sum basis as shown in the Bid Form.
- B. Payment: Payment for Traffic Control shall be at the lump sum price provided in the Bid Form and shall include all operations, labor, materials, tools, signage, procedures, devices, operations, and equipment required to adhere to the latest MUTCD, GDOT, City, and County standards and recommendations throughout construction. Payment shall also include all additional signage required for the protection of exposed manholes/structures per the Plans.

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Construction Progress Schedules
- C. Product Data
- D. Shop Drawings
- E. Samples
- F. Design Data
- G. Test Reports
- H. Certificates
- I. Manufacturer's Instructions
- J. Manufacturer's Field Reports
- K. Erection Drawings

1.02 RELATED SECTIONS – NOT USED

1.03 SUBMITTAL PROCEDURES

- A. Deliver submittals to Engineer in acceptable form, either electronic copy or three (3) hard copies.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes which have been made including those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work and

coordination of information is in accordance with the requirements of the work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.

- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct recipients to promptly report any inability to comply with requirements.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in triplicate within 15 days after date established in Notice to Proceed.
- B. After reviewed by the Engineer, revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major portion of work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.05 PRODUCT DATA

- A. Product Data for Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with Submittal Procedures article above.
- B. Submit the number of copies which the Contractor requires, plus one (1) copy which will be retained by the Engineer or electronic copy.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above.

1.06 SHOP DRAWINGS

- A. Contractor shall submit a minimum of three (3) hard copies or an electronic copy of each shop drawing to the Engineer for review.
- B. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of shop drawings by Engineer shall not relieve Contractor of his responsibility for the accuracy of the shop drawings for the furnishing of all materials and equipment required by the contract even though such items may not be indicated on the shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements, and similar information as applicable to the specific item for which the shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor without review.

- F. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer.
- G. Schedule of Submittals – Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated submittal date and the desired approval date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.07 SAMPLES

- A. Samples for Review -
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples for Information –
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
- C. Include identification on each sample, with full Product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Review samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.08 DESIGN DATA

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.09 TEST REPORTS

- A. Submit for the Engineer's knowledge as contract administrator or for the owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTION

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 15 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with

information given and the design concept expressed in the contract documents.

- C. Data indicating inappropriate or unacceptable work may be subject to action by the Engineer or Owner.

1.14 REVIEWED SHOP DRAWINGS

A. Engineer Review

- 3. Acceptable submittals will be marked "Approved." A minimum of one (1) copy will be retained by the Engineer for Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.
- 4. Submittals requiring minor corrections before the product is acceptable will be marked "Furnish as Corrected." The Contractor may order, fabricate and shop the items included in the submittals provided the indicated corrections are made.
- 5. Submittals marked "Revise and Submit" must be revised to reflect required changes and the initial review procedure repeated.
- 6. The "Rejected" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
- 7. Only two copies of items marked "Revise and Submit" and "Rejected" will be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.

- B. No work or products shall be installed without a drawing or submittal bearing the "Approved" or "Furnish as Corrected" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.

- C. Substitutions – In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

- D. Use of the "Approved" or "Furnish as Corrected" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials, and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of the responsibility of errors of any kind on the shop drawings. Review

is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

PART 2 – PRODUCTS: - NOT USED

PART 3 – EXECUTION: - NOT USED

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance – control of installation
- B. Tolerances
- C. References and standards
- D. Testing laboratory services
- E. Manufacturer's field services

1.02 RELATED SECTIONS

- A. Section 01300 – Submittals – Submission of manufacturers' instructions and certificates.

1.03 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instruction conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.05 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING SERVICES

- A. Contractor shall appoint and employ services of an independent firm to perform testing. Contractor shall pay for testing services required by the specifications.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Owner.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor, in quadruplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design, mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be made by the Contractor.

1.07 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 – SUBMITTALS, MANUFACTURER'S FIELD REPORTS article.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying the next material or substance.
- B. Seal cracks or openings of substrate prior to applying the next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01410 TESTING SERVICES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Selection and Payment
- B. Contractor Submittals
- C. Testing Agency Responsibilities
- D. Testing Agency Reports
- E. Limits on Testing Authority
- F. Contractor Responsibilities
- G. Schedule of Tests

1.02 RELATED SECTIONS

- A. Testing and approvals required by public authorities.
- B. Section 01300 – Submittals – Manufacturer’s Certificates.
- C. Section 01701 – Contract Closeout – Project Record Documents.

1.03 REFERENCES

- A. ASTM C 802-87 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM C 1077-92 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- C. ASTM C 1093-88 – Practice for Accreditation of Testing Agencies for Unit Masonry.
- D. ASTM D 290-85 – recommended Practice for Bituminous Mixing Plant Inspection.
- E. ASTM D 3740-92 – Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- F. ASTM D 4561-86 – Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.

- G. ASTM E 329-93 – Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- H. ASTM E 543-93 – Practice for Determining the Qualification of Nondestructive Testing Agencies.
- I. ASTM E 548-93 – Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- J. ASTM E 699-79 (Reapproved 1991) – Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

1.04 SELECTION AND PAYMENT

- A. Contractor shall select, and Owner shall approve, a Testing Firm for Contractor to use and employ.
- B. Contractor shall be responsible for contracting the services of the approved independent testing agency or laboratory to perform specified testing. All coordination of testing and payment for services shall be the responsibility of the Contractor.
- C. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of practices listed in paragraph 1.03.
- B. Laboratory – Authorized to operate in State in which Project is located.
- C. Laboratory Staff – Maintain a full-time registered Engineer on staff to review services.
- D. Testing Equipment – Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.06 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit list of preferred testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer. Owner may select a firm from list or may request different firm for use in testing.

- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.07 TESTING AGENCY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional tests required by Engineer.
- G. Attend Preconstruction meetings and progress meetings.

1.08 TESTING AGENCY REPORTS

- A. After each test, promptly submit three (3) copies of report to Engineer and to Contractor.
- B. Include –
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and specifications section
 - 6. Location in the Project
 - 7. Type of inspection or test

8. Date of test
 9. Results of tests
 10. Conformance with Contract Documents
- C. When requested by Engineer, provide interpretation of test results.

1.09 LIMITS ON TESTING AUTHORITY

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel and provide access to the Work.
- C. Provide incidental labor and facilities –
 1. To provide access to work to be tested
 2. To obtain and handle samples at the site or at source of Products to be tested
 3. To facilitate tests
 4. To provide storage and curing of test samples
- D. Notify Engineer and laboratory 48 hours prior to expected time for operations requiring testing services.
- E. Employ services of an independent qualified testing laboratory.

1.11 SCHEDULE OF TESTS

Section	Test *	Frequency *	Date	Performed By	Notes
02200 – Earthwork & Site Grading					
Compaction					
	Unpaved & Landscaped with no traffic	1 test per horizontal layer per 10,000 SF of fill area			
	Paved & Pond Levee	1 test per horizontal layer per 5,000 SF of area			
	Building Pad	1 test per horizontal layer per 1,500 SF of fill area			
	Curb & Gutter	1 test per 300 LF			
	Proof Rolling	As necessary			
11200 – Water Distribution System					
	Hydrostatic & Leakage	1.5 times the working pressure (no less than 150 psi). Conducted for 2 hours with maintained pressure of 150 psi (200 psi on fire main)			
	Bacteriological Samples	2 taken 24 hours apart after disinfection			
Compaction					
	Traffic Areas	1 per 100 LF or less for each 4 VF of depth			
	Non-Traffic Areas	1 per 500 LF or less for each 4 VF of depth			
Fire Flow					
1 per permit					
02530 – Wastewater Collection System					
Start-up		Prior to acceptance of Pump Station			
Drawdown		Prior to acceptance of Pump Station			
Certification		Completion			
Warranty		Completion			
Television Inspection of Sewers		All gravity sewer lines			
Leakage		As necessary			
Compaction					
	Traffic Areas	1 per 100 LF or less for each 4 VF of depth			
	Non-Traffic Areas	1 per 500 LF or less for each 6 VF of depth			
Gravity – Air		[All lines]			
Gravity - Vacuum		All manholes			
Hydrostatic – Force Main		150 psi for 2 hours			
Deflection		[All lines]			
02310 – Storm Drainage					
Compaction					
	Traffic Areas	1 per 100 LF or less for each 4 VF of depth			
	Non-Traffic Areas	1 per 500 LF or less for each 6 VF of depth			
02720 – Aggregate Base Course					
	Base Density	1 test per 5,000 SF			
02740 – Asphaltic Concrete Base Course					
	Asphalt Extraction & Gradation	1 test per each 250 tons placed			
	Marshall Stability	1 test per each 250 tons placed			

Section	Test *	Frequency *	Date	Performed By	Notes
	Core	1 test for each 250 tons placed			
	Field Density	1 test per 5,000 SF			
02740 – Asphaltic Concrete Binder/Surface Courses					
	Asphalt Extraction & Gradation	No less than 1 test for 500 tons placed; minimum one per road/street.			
	Marshall Stability	Not required			
	Core	No less than 1 test for 500 tons placed; minimum one per road/street.			
	Field Density (nuclear gauge) & Percent Air Voids	No less than 1 test for 500 tons placed; minimum one per road/street.			
02750 – Portland Cement Concrete Paving					
	Mix Designs	1 per mix design			
	Compressive Strength	3 test cylinders for every 30 cubic yards or less of each mix design placed daily			
		1 cylinder broken at 7 days			
		2 cylinders broken at 28 days			
	Slump	1 test for each set of cylinders taken			
03300 – Cast-in-Place Concrete					
	Materials	As necessary			
	Mix Designs	1 per mix design			
	Strength	5 test cylinders for each 50 cy or less of each mix design placed daily (min. of 5 cylinders for each days pour of less than 50 cy)			
		1 cylinder tested at 7 days			
		1 cylinder tested at 14 days			
		2 cylinders tested at 28 days			
		1 cylinder tested at 56 days			
	Slump	1 test per each set of cylinders			
	Air Content	1 test per each set of cylinders			
	Temperature	1 test per each set of cylinders			

* Unless specified otherwise in individual Sections.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1.1 Payment

The Contractor shall make payment to Owner selected Testing Firm for all work as described above. Contractor shall include cost of testing in lump sum price under Item #1 in the Bid Form. Any additional testing required due to failed tests shall be made at the cost of the Contractor. Any other additional testing desired by the Owner or Engineer will be paid for separately under

the allowance lump sum described in Technical Specification Section 01020.

END OF SECTION

SECTION 01570 TRAFFIC CONTROL

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish all materials and labor for the installation and continuous maintenance of traffic control devices throughout the project.
- B. This item of work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this project.
- C. Upon completion of work, warning devices are to be removed by the Contractor. If devices remain on site longer than ten (10) days after project completion, they shall be removed by the Owner and become his property.

1.02 SAFETY

- A. The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway through the construction zone. The contractor shall arrange his operation to keep the closing of any lane of a roadway to an absolute minimum.
- B. No work shall be started on any phase of the project until all appropriate traffic control devices are in place and in operation.
- C. Contractor is to take all practical precautions to maintain traffic flow, and provide safety of workers and the general public.
- D. At the end of each workday, contractor is to clear the roadway of all dirt and debris and add additional safety devices to maintain safe travel lanes.
- E. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

1.03 REFERENCES

- A. Manual for Uniform Traffic Control Devices (MUTCD) (latest edition).
- B. GDOT Standard Specifications for Construction of Roads and Bridges (latest edition), Section 150.
- C. GDOT Standard Construction Details (latest edition).

- D. GDOT Construction Permits

PART 2 – PRODUCTS

2.01 PRODUCTS

- A. Traffic Control Devices include – signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.
- B. All Traffic Control Devices used on this project shall conform to the plans, GDOT Construction Permit requirements, DOT Construction Details and Specifications, and MUTCD. No modifications will be allowed without prior written approval of the Engineer.
- C. Traffic Control Devices shall be in proper, acceptable condition when in use. Devices which are unclear, damaged, or not correctly positioned shall be promptly restored to fully operational condition.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Contractor shall prepare and provide a traffic control plan for the Engineer's review prior to the Preconstruction Meeting.
- B. The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover all Traffic Control Devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.
- C. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.
- D. When applicable the Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the contractor shall remove all Traffic Control Devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor.

- E. The Contractor shall ensure all Traffic Control Devices installed by him are operational 24 hours a day, including weekends and holidays. Provide additional inspections at regular intervals.
- F. When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Engineer.
- G. Private driveways and parking areas shall be accessible at all times unless temporary closings are necessary for construction work and the contractor has notified the affected individuals and has approval from them.
- H. If trenches are to remain open overnight, or for an extended period of time, Contractor is to provide heavy-duty cover plates to allow vehicles access.
- I. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for traffic control and protection, and no additional compensation will be allowed.
- J. Where flaggers are required, they are to be adequately trained and qualified for the job.

END OF SECTION

SECTION 01701
CONTRACT CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.02 RELATED REQUIREMENTS

- A. Section 01300 – Submittals

1.03 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, he shall prepare a punch list of uncompleted items and send to the Engineer for review. At the same time, the Contractor shall request in writing that the Engineer schedules a pre-final inspection.
- B. The Engineer will review the punch list submitted by the Contractor and determine if the project is substantially complete.
- C. If the Engineer determines that the project is not substantially complete, he will notify the Contractor in writing which items need to be finished before the project can be considered substantially complete. The Contractor shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.
- D. When the Engineer determines that the work is substantially complete, he will schedule a pre-final inspection with the Owner, Contractor, and Engineer. A final punch list will be prepared at this time.
- E. After all punch list items have been completed, the Contractor shall send a request in writing to the Engineer to schedule a final inspection. When all punch list items are complete, the Engineer will issue a certificate of substantial completion.

1.04 FINAL COMPLETION

- A. When the Contractor considers that all of the work is complete, he shall submit the following certificates:
 - 1. All work has been completed and inspected for compliance with the

Contract Documents and all deficiencies listed with the certificate of substantial completion have been corrected.

2. All equipment and systems have been tested, adjusted and are fully operational.
 3. Owner's personnel have been fully instructed in the operation of all equipment (include sign off for each system).
 4. Work is complete and ready for final inspection.
- B. Should Engineer's inspection find work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a request for another final inspection.
- D. When Engineer finds work is complete, he will process final pay request documents.

1.05 REINSPECTION FEES

- A. Should status of completion of work require reinspection by Engineer due to failure of work to comply with Contractor's claims on pre-final or final inspection, the Owner will back charge the Contractor for each extra reinspection required of the Engineer. The Contractor shall reimburse the Owner by certified check prior to final payment of retainage.

1.06 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities –
1. Certificate of Occupancy as required by local codes.
 2. Certificates of Inspection approvals required for plumbing, mechanical and electrical systems as required by local codes if applicable.
- B. Warranties and Bonds – Under provisions of Section 01740.
- C. Keys and Keying Schedule.
- D. Evidence of Payment and Release of Liens – In accordance with Conditions of the Contract.

- E. Consent of Surety to Final Payment – Consent of Surety is to be sent by Surety directly to ESG Engineering, to the attention of the Project Engineer.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Prior to application for final payment, the Contractor shall give the Engineer a list of all additions or deletions not previously approved by change order.
- B. The Engineer will review this list and prepare a final closeout change order for the items that are justified by the terms of the contract or approved by field order.
- C. After approval of the final closeout change order, the Contractor may submit his application for final payment.

PART 2 – PRODUCTS: Not Used.

PART 3 – EXECUTION: Not Used.

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 PROJECT MAINTENANCE AND WARRANTY

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written final acceptance of the Project, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one-year warranty described above, the affected unit shall be disassembled, inspected and modified, or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and

rewarranted for one year.

- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately, and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guaranteed time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

SECTION 02220 DEMOLITION

PART 1 - GENERAL

1.01 SCOPE

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required for demolition, removal and disposal work as shown on the Contract Drawings and as specified herein.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work as shown on the Contract Drawings and as specified herein.
- C. Demolitions and removals which may be specified under other Sections shall conform to requirements of this Section.

1.02 RELATED WORK

- A. Section 02315 – Excavation, Trenching and Backfill for Utilities
- B. Section 02530 – Sanitary Sewer Collection System

1.03 SUBMITTALS

- A. Schedule: Submit for approval proposed methods, equipment, and operations sequence.

1.04 JOB CONDITIONS

- A. Explosives:
 - 1. No blasting will be allowed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. All materials and equipment removed from existing work shall become the property of the Contractor except for those which the Owner has identified and

marked for his use. All materials and equipment marked by the Owner to remain his shall be carefully removed by the Contractor so as not to be damaged, cleaned and stored on or adjacent to the site in a protected place specified by the Engineer or delivered to a location specified by the Owner.

- B. The Contractor shall dispose of all demolition materials, equipment, debris, and all other items not marked by the Owner to remain as his, off the site and in conformance with all existing applicable laws and regulations.
 - a. All asphalt and concrete removed for construction must be disposed of in a legally and lawfully operated C&D landfill with tickets provided to Engineer as proof of lawful disposal, or asphalt may be recycled at an asphalt plant with a letter from the asphalt plant as proof of recycling.
- C. Pollution Controls:
 - 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - a. Do not use water when it may create hazardous or objectionable conditions such as flooding, pollution, and groundwater contamination.
 - b. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations.
- D. The demolition work shall include removal to two (2) feet below proposed grades.
- E. All rails from railroad removal shall become the property of the Owner and be stored on site as designated by Owner.

3.02 STRUCTURAL REMOVALS

- A. The Contractor shall completely remove all structures as shown on the Contract Drawings or as specified herein unless otherwise directed by the Engineer.
- B. All concrete, brick, tile, concrete block, roofing materials, reinforcement, structural or miscellaneous metals, plaster, wire mesh and other items contained in or upon the structure shall be removed and taken from the site, unless

otherwise approved by the Engineer. Demolished items shall not be used in backfill.

3.03 DISCONNECTION OF UTILITY SERVICES

- A. Utilities shall be disconnected at the points indicated. Where such disconnection will interrupt the utility services to an area not included in the Contract, arrangements for such interruption shall be reviewed with the Engineer at least 72 hours in advance of the interruption.

3.04 BURNING

- A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

3.05 PROTECTION OF EXISTING WORK

- A. Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired or restored to its original condition or acceptable equivalent.

3.06 EXISTING UTILITIES

- A. Utility Services: Disconnections of utility services shall be coordinated so as not to affect service to other areas outside of the project limits. The owners of all utilities must be contacted prior to proceeding with work. See special project provisions for limitations on water outages.
- B. Utilities: Remove or abandon all existing utilities as indicated. When utility lines are encountered, that are not indicated on the drawings, they shall be removed or abandoned to the extent that they would project into or interfere with the new construction.

3.07 DISPOSITION OF MATERIAL

- A. Title to Materials: Title to all materials and equipment to be demolished, except railroad trackage, track hardware, crossties to be salvaged, concrete to be crushed, and historical items, is vested in the Contractor upon receipt of notice to proceed. The Owner will not be responsible for the condition, loss or damage to such property after notice to proceed.
- B. Material for Salvage: Material that is salvageable will be removed from the project site by the Contractor.

- C. Unsalvageable Materials: Masonry and other noncombustible materials, other than concrete permitted to remain in place and concrete to be stockpiled and crushed, shall be disposed of by the Contractor off the property. Other materials such as non-useable cross-ties, lumber, etc. shall be removed from the site by the Contractor.

3.08 HISTORICAL ITEMS

- A. There are no known historical items on the project site; however, if historical items are discovered, remove historical items in a manner to prevent damage.
- B. Turn over historical items, if found, to the Owner for disposition such as:
 - 1. Corner Stones
 - 2. Content of Corner Stones
 - 3. Document Boxes wherever located on the site.
 - 4. Belgian Block

3.09 CLEAN-UP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat and orderly.
- B. All materials and debris resulting from demolition and removal operations shall be disposed of off-site in an authorized, permitted disposal site.
 - a. All asphalt and concrete removed for construction must be disposed of in a legally and lawfully operated C&D landfill with tickets provided to Engineer as proof of lawful disposal, or asphalt may be recycled at an asphalt plant with a letter from the asphalt plant as proof of recycling.

END OF SECTION

SECTION 02370
SOIL EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Temporary erosion and sediment control measures shall be employed during the construction period and shall include all measures required to prevent soil erosion at the site until permanent erosion control measures are installed. Work shall be accomplished through the use of vegetative measures, such as mulching and grassing, and structural practices including, but not limited to, construction exits, sediment barriers, check dams, inlet sediment traps, etc.
- B. Erosion and sediment control measures described herein shall be continued until such time as permanent planting and restoration of natural areas has provided for final stabilization at project site.
- C. Failure to install and maintain temporary erosion and sediment control measures throughout the construction period may be cause to halt construction by governing authorities until such measures are correctly installed and operational. Activity covered in this contract is regulated by Georgia's Erosion and Sedimentation Act (O.C.G.A. 12-7-1, *et seq.*).

1.02 RELATED SECTIONS

- A. Section 02920 – Permanent (Perennial) Grassing and Landscaping
- B. Construction Drawings.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Georgia's Erosion and Sedimentation Act (O.C.G.A. 12-7-1, *et seq.*)
- C. Georgia's NPDES General Permit for Storm Water Discharges Associated with Construction Activity.
- D. Installation and maintenance of all erosion control devices and measures shall conform to the latest edition of the Manual for Erosion and Sediment Control in Georgia (GSWCC). Contractor shall be responsible for the acquisition and utilization of the latest edition of the "Manual for Erosion and Sediment Control in Georgia".

1.04 DEFINITIONS

- A. Final Stabilization: All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, at least 70% of the soil surface is uniformly covered in permanent vegetation or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches, or geotextiles) have been employed, providing the appropriate thickness with 90% coverage.
- B. Land-Disturbing Activity: Any activity which may result in soil erosion from water or wind and the movement of sediments into State waters or onto lands within the State including, but not limited to, clearing, grubbing, dredging, grading, excavating, transporting, and filling.
- C. Stabilization: 70% of the surface area of the site is covered in a uniform, vegetative cover (permanent or temporary) or anchored mulch of the appropriate thickness with 90% coverage.

1.05 REGULATORY REQUIREMENTS

- A. Contractor shall comply with applicable codes, rules, ordinances, regulations, and laws of local, municipal, state and/or federal authorities having jurisdiction over project.
- B. Engineer Shall Obtain a Land-Disturbing Activity (LDA) Permit in accordance with the requirements of Georgia's Erosion and Sedimentation Act (O.C.G.A. 12-7-1, *et seq.*). Land-disturbing activities shall not commence until an LDA Permit has been issued for the Project.

PART 2 – PRODUCTS

2.01 STRUCTURAL PRACTICES

- A. All products used must satisfy specifications set forth by the Georgia Department of Transportation and be included on the GDOT Qualified Products List.

2.02 MULCH

- A. Dry straw, hay, or wood cellulose fiber of good quality, free of weeds and foreign matter detrimental to plant life.

2.03 TEMPORARY GRASSING

- A. All grass seed shall be certified by the Georgia Department of Agriculture.

- B. All grass seed shall be in undamaged containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

2.04 PERMANENT (PERENNIAL) GRASSING

- A. See Section 02920 – Permanent (Perennial) Grassing and Landscaping.

2.05 FERTILIZER AND LIME

- A. Fertilizer: Standard commercial grade grass fertilizer with a 10-10-10 (N-P-K) proportion.
- B. Lime: Natural, agricultural grade, ground or pulverized dolomitic limestone.

2.06 DUST CONTROL

- A. Water, calcium chloride, anionic asphalt emulsion, latex emulsion, resin-in-water emulsion or other approved by the Georgia Department of Transportation may be used.

PART 3 – EXECUTION

3.01 GENERAL

- A. The Contractor shall prevent the escape of sediment from the area under construction by installing erosion and sediment control measures and practices prior to, or concurrent with, land-disturbing activities.
- B. The Contractor shall maintain erosion and sediment control measures at all times.
- C. The Contractor shall complete mulching, temporary grassing, or permanent (perennial) vegetation on all exposed areas within 14 days after disturbance.
- D. All structural and vegetative erosion and sediment control measures shall be designed, installed and maintained according to the “Manual for Erosion and Sediment Control in Georgia”.
- E. As a minimum, structural practices shall be located and installed, and all disturbed soil areas shall be stabilized using mulching and/or grassing, as specified by the Drawings. If full implementation of the Drawings does not provide for effective erosion and sediment control, the Contractor shall be responsible for the implementation of additional erosion and sediment control measures to control or treat the sediment source.

- F. No runoff from disturbed areas shall leave the site untreated.
- G. Erosion Control Schedule
 - 1. Prior to the pre-construction conference, Contractor shall submit to the Engineer his proposed erosion control plan for the project in accordance with requirements of this section. The schedule shall be based on an analysis of the project conditions and shall be in written form. This schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, including trenching and backfilling, construction of permanent erosion control features and the proposed uses of temporary erosion and sediment control features. Schedule shall also include proposed methods to prevent pollution of streams, lakes and rivers and other water resources.
 - 2. Contractor shall outline his proposed methods of controlling erosion and preventing pollution on public and construction access roads, staging areas and waste disposal areas.
 - 3. Construction shall not commence until the Engineer has accepted the aforementioned plans and schedules. Contractor will be responsible for accomplishment of work in accordance with accepted plans and schedules. Engineer may approve changes made necessary by unforeseen circumstances that are beyond the control of Contractor.
- H. Engineer has the authority to limit the surface area of erodible earth materials exposed by clearing and grubbing, the surface area of erodible earth exposed by excavation and backfill operations, and to direct Contractor to provide immediate permanent or temporary erosion and pollution control measures to prevent contamination of adjacent land or water courses.
- I. Clearing and grubbing operations shall be so scheduled and performed that grading operations and permanent erosion control features can immediately follow thereafter if the project conditions permit. Otherwise, temporary erosion control measures will be required between successive construction stages.
- J. Engineer will require Contractor to limit the area of excavation, trenching and pipe laying operations in progress commensurate with Contractor's capability and progress in keeping finish grading, mulching, seeding and other permanent and/or temporary measures current with accepted schedule.

3.02 STRUCTURAL PRACTICES

- A. All structural practices shall be designed, installed and maintained in accordance with specifications set forth in Chapter 6, Section III of the "Manual for Erosion and Sediment Control in Georgia".

- B. Sediment accumulation at structural practices shall not exceed 50% of structure capacity or height.
- C. All structural practices shall be inspected frequently, and materials promptly repaired or replaced as necessary to allow proper function of the device.
- D. Any construction vehicle passing from a disturbed area onto any paved area or public right-of-way shall pass over a gravel construction exit. If the gravel construction exit cannot adequately remove soil from the vehicle, the vehicle shall be washed and runoff routed to a sediment trap or basin. Any mud or debris tracked or spilled onto roadway shall be immediately removed.

3.03 MULCHING

- A. All mulch used as a singular method for erosion control shall be applied and anchored in accordance with specifications set forth in Chapter 6, Section II of the "Manual for Erosion and Sediment Control in Georgia".
- B. Mulch can be used for erosion control for up to six months provided that the mulch is applied at the appropriate depth (depending on the type of mulch used), anchored, and maintains a continuous 90% or greater cover of the soil surface.
- C. Where staged construction or other conditions not controlled by Contractor prohibit the completion of work in a continuous manner, Engineer may order Contractor to apply mulch to an erodible area.
- D. If the area being mulched will eventually support a cover of perennial vegetation, 20-30 pounds of nitrogen per acre shall be added in addition to the normal nitrogen application rate specified in Section 02920 – Permanent (Perennial) Grassing and Landscaping.
- E. Mulch can be applied to areas at rough grade. With the use of an appropriate anchoring method, mulch may be applied to areas as steep as 2:1 (H:V).
- F. All mulch shall be anchored. Install commercial netting according to manufacturer's specifications.
- G. Wood waste shall be anchored with netting consisting of openings no larger than the average size of the wood waste chips.

3.04 TEMPORARY GRASSING

- A. Temporary grassing shall be applied in accordance with specifications set forth in Chapter 6, Section II of the "Manual for Erosion and Sediment Control in

Georgia”.

- B. Temporary grassing can be employed instead of mulch if an area will remain undisturbed for less than six months.
- C. Where staged construction or other conditions not controlled by Contractor prohibit the completion of work in a continuous manner; Engineer may order Contractor to apply temporary grassing to an erodible area.
- D. Temporary grassing shall consist of sowing a quick growing species of grass suitable to the area and season. Certified temporary grass seed shall be applied at the rates and dates as indicated in the Plans.

3.05 PERMANENT (PERENNIAL) GRASSING

- A. See Section 02920 – Permanent (Perennial) Grassing and Landscaping.

3.06 GRADING OPERATIONS

- A. Grading operations shall be scheduled so that ground surface will be disturbed for the shortest possible time before permanent construction is installed. Large areas shall be maintained as flat as possible to minimize soil transport through surface flow.
- B. Wherever steeper slopes or abrupt changes in grade are required, a compacted diversion or berm shall be constructed at the top of slope to cause surface water to flow along the diversion to a control point to be transported down slope in a slope drain. In no case shall surface water be allowed to flow uncontrolled down slopes.
- C. Unless otherwise approved in writing by Engineer, construction operations in rivers, streams and impoundments shall be restricted to those areas that must be entered for the construction of temporary or permanent structures, or at locations shown on the Drawings.
- D. Mechanized equipment shall not be operated in live streams except as may be minimally required, unless otherwise approved in writing by Engineer.
- E. Frequent fording of live streams with construction equipment shall not be permitted. Temporary bridges or other structures, designed in accordance with specifications by the “Manual for Erosion and Sediment Control in Georgia”, shall be used whenever an appreciable number of stream crossings are necessary.

3.08 DUST CONTROL

- A. Dust raised from vehicular traffic shall be controlled by wetting down the access

road with water. The use of a deliquescent chemical, such as calcium chloride, may be used if the relative humidity is over 30%. Chemicals shall be applied in accordance with the manufacturer's recommendations.

3.09 CLEAN-UP AND REMOVAL

- A. Temporary erosion and sediment control measures shall be removed, and bare areas stabilized when all areas draining to the control(s) are no longer under construction and have reached final stabilization.
- B. All sediment accumulated at erosion and sediment control structures shall be removed and properly disposed of before the structure is removed.
- C. Sediment deposits shall be uniformly spread at an appropriate location and stabilized with mulch and grassing.
- D. All false-work, sheeting or piling which are to be removed, debris, and other obstructions shall be promptly cleared from rivers, streams, and impoundments as soon as conditions permit.

END OF SECTION

SECTION 02740
ASPHALTIC CONCRETE – BINDER & SURFACE COURSES

PART 1 – GENERAL

1.01 SCOPE

- A. This section covers the general requirements for furnishing materials, labor, and equipment for installing asphalt concrete paving. The limits for the asphalt concrete paving are as shown on the construction plans or as denoted in these specifications.
- B. Subgrade preparation shall include leveling, proof-rolling and compacting of the subgrade as required. Installation of the base course shall include the placing and compacting of the material with appropriate equipment. Pavement shall be placed as shown on the plans with the necessary equipment and shall include any prime coats or tack coats required. All work shall be in conformity with the lines, grades and typical cross-sections shown on the Plans. The Contractor must have all equipment and workers on the job site necessary to perform a given operation when it is initiated.

1.02 RELATED SECTIONS

NOT USED

1.03 REFERENCES

- A. ASTM D 946-82 (Reapproved 1993) – Penetration-Graded Asphalt-Cement for Use in Pavement Construction.
- B. ASTM E 329-93b – Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- C. ASTM D 3740-94 – Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.
- D. ASTM D 2726-93 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens.
- E. ASTM D 2950-91 – Density of Bituminous Concrete in Place by Nuclear Methods.
- F. AASHTO-T 245-91 – Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.

- G. AASHTO-T 179-88 – Effect of Heat and Air on Asphalt Materials (Thin-film Oven Test).
- H. ASTM D-1188-89 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens.

1.04 REGULATORY REQUIREMENTS

- A. Perform work in accordance with Georgia Department of Transportation Standard Specifications for Construction of Highways and Bridges – 1993 Edition.
- B. Mixing Plant: Conform to Georgia Department of Transportation Standard Specifications.

1.05 TESTING

- A. Testing laboratory shall operate in accordance to ASTM D 3740 and E 329 and shall be accepted by the Engineer.
- B. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any of the tests.
- C. Testing shall be the responsibility of the Contractor and shall be performed at the Contractor's expense by a commercial testing laboratory that operates in accordance with subparagraph A above.
- D. Test results shall be furnished to the Engineer in duplicate.

1.06 WEATHER CONDITIONS

- A. Do not place asphalt mixture when ambient air temperature is less than that indicated in the Table nor when the surface is wet or frozen.

Lift Thickness	Min. Air Temperature, Degrees F.
1" or less	55
1.1" to 2"	45
2.1" to 3"	35
3.1" to 4"	30
4.1" to 8"	Contractor's Discretion

- B. Mixture shall be delivered to the spreader at a temperature between 250 degrees F and 325 degrees F. Place mixture when temperature of the mixture is

not more than 15 degrees F below bitumen supplier's bill of lading and not more than the maximum specified temperature.

- C. Do not mix or place asphalt concrete when the existing surface is wet or frozen.

PART 2 – PRODUCTS

2.01 PRIME COAT

- A. Material: Shall consist of preparing and spraying the base course surface with a low viscosity liquid asphalt such as MC-30 and RC-30, which is known as a Cut-Back Asphalt, and allowing the asphalt to penetrate as far as possible.
- B. The asphalt shall conform to Section 412 –Bituminous Prime of the Department of Transportation, State of Georgia, Standard Specifications, current edition.

2.02 TACK COAT

- A. Material: Shall be AC-20 or AC-30, asphalt cement, conforming to Section 413 – Bituminous Tack Coat and Section 820 – Asphalt Cement of the Department of Transportation, State of Georgia, Standard Specifications, current edition. When the temperature in the shade exceeds 70° F, an emulsion such as CRS-2h or CRS-3 may be used.

2.03 ASPHALT CEMENT AND ADDITIVES

- A. Asphalt Cement: Shall conform to the requirements of Section 820 – Asphalt Cement of the Department of Transportation, State of Georgia, Standard Specifications, current edition. The material shall be AC-30 with the exception that AC-20 having a penetration at 77°F not exceeding 80 and an initial viscosity at 77°F not less than 25 million poises may be used in lieu of AC-30. The loss on heating from the Thin-Film Oven Test shall not exceed 0.75%.
- B. Utilization of performance grade (PG) binder shall be in accordance with latest GDOT requirements/specifications.
- C. Hydrated lime may be substituted for Liquid Anti-Strip Additive (LASA) per GDOT requirements/specifications.
- D. Anti-Stripping: Shall conform to the requirements of Section 831.04 – Heat Stable Anti-Stripping Additive of the Department of Transportation, State of Georgia, Standard Specifications, current edition.

2.04 AGGREGATES

- A. General: Mineral aggregate shall be composed of fine aggregate or a combination of fine and coarse aggregate. Coarse aggregate shall be that portion of the material retained on a No. 8 Sieve.
- B. Fine aggregate shall be considered that portion passing the No. 8 Sieve. Fine aggregate, coarse aggregate, and any additives in combination with the specified percentage of asphalt cement shall meet the requirements of test specified, before approval may be given for their individual use.
- C. Fine aggregate: Shall conform to the requirements of Section 802.01 – Fine Aggregate for Asphaltic Concrete of the Department of Transportation, State of Georgia, Standard Specifications, current edition.
- D. Coarse aggregate: Shall conform to the requirements of Section 802.02 – Coarse Aggregate for Asphaltic Concrete of the Department of Transportation, State of Georgia, Standard Specifications, current edition.

2.05 HOT MIX ASPHALTIC CONCRETE COURSES

A. General

- 1. Hot Mix Asphaltic Concrete shall conform to an approved Georgia Department of transportation Designed/Approved Mix and shall be a uniform mixture of aggregates, bituminous material, and if required, hydrated lime, mineral filler, or any other approved additive. The constituents shall be proportioned so as to produce mixtures meeting the requirements given. The general composition limits prescribed are extreme ranges within which the Job Mix Formula must be established. All mixtures shall be based on a design analysis meeting the requirements. Contractor shall submit mix design to the Engineer for approval prior to placement of asphalt.
- 2. For all Asphalt Mixtures, the Contractor shall exercise reasonable control of the materials so that extreme variations do not occur. The gradation shall be maintained within the composition limits as specified.
- 3. If the results of any control tests indicate that the characteristic tested does not conform to the Job Mix Formula within the Mixture Control Tolerances as specified, immediate corrective action shall

be taken as necessary to assure that the Contractor's quality Control Methods are effective.

- B. Binder Course: The Binder Course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot mix asphalt cement in an approved mixing plant. The job mix shall be 12.5 mm Superpave or 19mm (as noted in the plans) and shall conform to Section 828, Department of Transportation, State of Georgia, Standard Specifications, current edition.
- C. Surface Course: The Surface Course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot mix asphalt cement in an approved mixing plant. The job mix shall be of the following type: 9.5 mm (Type II) and/or 12.5 mm Superpave (as noted in the plans) and shall conform to Section 828, Department of Transportation, State of Georgia, Standard Specifications, current edition.
- D. A job mix formula indicating the single definite percentage for each sieve fraction of aggregate and for asphalt shall be submitted prior to surfacing operations. The job mix formula shall also show the stability as determined by the Marshall Method, the percent voids, the percent voids filled with asphalt, and the unit weight per cubic foot of compacted mix.
- E. The general composition limits are extreme ranges of tolerances to govern mixes made from any raw materials meeting the specifications. The submission of the job mix formula shall bind the Contractor to furnish paving mixture meeting the exact formula within allowable tolerances of plus or minus 1/2 per cent (1/2%) for asphalt, plus or minus 7 percent (7%) of 1/2 inch and larger sieve sizes, plus or minus 5 percent (5%) for material passing the 1/2 inch thick sieve and retained on the No. 200, and plus or minus 1/2 percent of material passing the No. 200.
- F. Compaction shall be done with an 8 to 10-ton steel-wheeled roller or other means approved by the Engineer. Thickness shall not vary more than one-fourth inch and smoothness shall not exceed one-eighth inch for a ten-foot straight edge.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. ON-SITE OBSERVATIONS: The Owner's Representative or Engineer will have the right to require that any portion of the work to be done in his presence and if the work is covered up after such instruction, it shall be exposed by the Contractor

for observation at no additional cost to the Owner. However, if the Contractor notifies the Owner that such work is scheduled, and the Owner fails to appear within 48 hours, the Contractor may proceed without him. All work done and materials furnished shall be subject to review by the Owner or Engineer. Improper work shall be reconstructed, and all materials, which do not conform to the requirements of the specifications, shall be removed from the work upon notice being received from the Engineer for the rejection of such materials. The Engineer shall have the right to mark rejected materials so as to distinguish them as such.

- B. Contractor shall verify that the base has been inspected, is dry, and gradients and elevations are correct.

3.02 PREPARATION

- A. Apply prime coat in accordance with Section 412 - Bituminous Prime of the Department of Transportation, State of Georgia, Standard Specifications, current edition. Rate of application shall be 0.20 gallons per square yard. All irregularities in the base course surface shall be corrected prior to application of the prime coat.
- B. Do not apply prime to a wet surface when the temperature is below 40°F in the shade. Do not apply prime when rain threatens nor when weather conditions prevent proper construction of prime coat.
- C. Apply tack coat in accordance with Section 413 – Bituminous Tack Coat of the Department of Transportation, State of Georgia, Standard Specifications, current edition. Rate of application shall be 0.06 gallons per square yard of surface.
- D. Work shall be planned so that no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the work should be kept off the tack coat.
- E. Apply tack coat to contact surfaces of curbs and gutters. Apply in manner so exposed curb or gutter surfaces are not stained.
- F. Coat surfaces of manhole frames and inlets frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.
- G. Before beginning the application of the hot mix asphaltic concrete pavement, the existing surface shall be cleaned to the satisfaction of the engineer.
- H. Patching and Repair of Minor Defects: All potholes and broken areas in the existing surface and base, which require patching as directed by the Engineer,

shall be corrected prior to placing any leveling or surface course. Areas to be patched shall be sawcut out, trimmed to vertical sides, and all loose material removed. These areas shall be filled with concrete pavement patch as detailed in the Plans. The patch shall then be cleaned, primed, and tack coated.

3.03 PLACEMENT

- A. Construction shall be in accordance with Section 400 – Hot Mix Asphaltic Concrete Surface Construction of the Department of Transportation, State of Georgia, Standard Specifications, current edition.
- B. Asphaltic concrete shall not be placed on a surface that is wet or frozen.
- C. Compaction shall commence as soon as possible after the mixture has been spread to the desired thickness. Compaction shall be continuous and uniform over the entire surface. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks. Compaction rolling shall be complete before material temperature drops below 185° F.
- D. Areas of pavement with deficient thickness or density shall be removed and replaced at no additional cost to the Owner.

3.04 TOLERANCES

- B. General: All paving shall be subject to visual and straightedge inspection during construction operations and thereafter prior to final acceptance. A 10-foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities on all paving courses. The straightedge and labor for its use shall be provided by the Contractor. The surface of all courses shall be inspected with the straightedge as necessary to detect surface irregularities. Irregularities such as rippling, tearing, or pulling, which in the judgment of the Engineer indicate a continuing problem in equipment, mixture or operation technique, will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Contractor to correct the problem.
- B. Flatness: All irregularities in excess of 1/8" in 10' for surface courses and 3/16" in 10' for intermediate courses shall be corrected.
- C. Variation from Design Elevation: Less than 1/4".

- D. Scheduled Compaction Thickness: Less than 1/4" under tolerance.
- E. Pavement Deficient in Thickness: When measurement of any core indicates that the pavement is deficient in thickness, additional cores will be drilled 10' either side of the deficient core along the centerline of the land until the cores indicate that the thickness conforms to the above specified requirements. A core indicating thickness deficiencies is considered a failed test. Pavement deficient in thickness shall be removed and replaced with the appropriate thickness of materials. If the Contractor believes that the cores and measurements taken are not sufficient to indicate fairly the actual thickness of the pavement, additional cores and measurements will be taken, provided the Contractor will bear the extra cost of drilling the cores and filling the holes in the roadway as directed.

3.05 FIELD QUALITY CONTROL

- A. All performance and payment of asphalt testing is the responsibility of the contractor. Testing type(s) and performance/acceptance requirements for asphalt courses shall be in accordance with Section 400 of the Department of Transportation, State of Georgia, Standard Specifications, current edition. Quantity/frequency of tests shall be per GDOT specifications, but shall not be less than one test per 500 tons placed (and minimum one per road).
- B. Temperature:
 - 1. Asphaltic concrete shall not exceed 325° F at any time.
 - 2. Temperature at time of loading shall be recorded on the truck delivery ticket.

3.06 REMOVAL AND REPLACEMENT OF PAVEMENT

- A. General: The removal and replacement of pavement includes two types of pavements which are to be cut and replaced, to cut for pavement widening, or to be cut for the installation of curb and gutter; Asphalt Concrete Pavement and Portland Cement Concrete. This includes both Class "A" Pavement Replacement and Class "B" pavement widening.
- B. Class "A" Pavement Replacement: Pavement and base course which must be removed for constructing sewers, manholes, forcemains, water lines, and all other appurtenances in streets shall be replaced with the paving section shown on the miscellaneous details of the construction drawings. The pavement shall be removed to neat lines cut by a masonry saw within the limits shown on the

detailed drawings. The base material removed shall be salvaged and stored at the site, if satisfactory for reuse. Backfill shall be thoroughly compacted prior to concrete base. Asphalt topping shall then be applied. The asphalt paving shall be of the following type: to match the existing asphalt pavement, and shall be equal or better than the original pavement. Asphalt patches shall be thoroughly rolled or tamped with a mechanical roller or tamper. Rolling of patches with truck tires will not be permitted.

- C. Class "B" Pavement Widening: Pavement and base course which must be removed and replaced in accordance with the paving section on the Miscellaneous Details of the construction drawings. The pavement shall be removed to neat lines cut with a masonry saw, within the limits shown on the detailed drawings. The base material removed shall be salvaged and stored at the site, if satisfactory for reuse. Backfill shall be thoroughly compacted prior to concrete base. An asphalt overlay shall then be applied to the entire roadway and shall be of the following type: to match the existing asphalt pavement. The asphalt overlay shall be thoroughly rolled or tamped with a mechanical roller or tamper.
- D. Concrete Pavement: Where the installation of pipe involves the cutting of concrete, the cutting shall be kept to a minimum. Base material removed shall be salvaged for reuse. Once the pipe is installed, the Contractor shall compact the trench to 98% density according to modified proctor. After compaction, Contractor shall install and compact 6" graded aggregate base. The base shall be poured and finished. Concrete shall be 3,000 psi and shall be equal or better than the original pavement.
- E. When sidewalks are removed or replaced, match existing finish and construct sidewalks as detailed on the plans.

3.07 ADJUSTMENT OF MANHOLES / STRUCTURES / VALVE BOXES

- A. All adjustments of manholes, structures, and valve boxes shall be in accordance with the Plans, Details, and Specifications.

3.08 PAVING REINFORCING FABRIC

- A. This work shall consist of furnishing and placing asphalt overlay geotextile (paving fabric) beneath a pavement overlay or between pavement layers to provide a water-resistant membrane and crack-retarding layer.
- B. Paving Fabric: The paving fabric will be a staple fiber, needle-punched, nonwoven material consisting of at least 85 percent by weight polyolefins,

polyesters or polyamides. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects that will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat-set on one side to reduce bleed-through of tack coat and to minimize fabric pick-up by construction equipment during installation. The fabric shall meet the physical requirements specified in Table 1.

- C. Tack Coat: The tack coat used to impregnate the fabric and bond the fabric to the pavement shall be the same grade asphalt cement as used in the hot mix asphalt. A cationic or anionic emulsion may be used as approved by the engineer. The contractor shall follow the recommendations of the paving fabric manufacturer when an asphalt emulsion is used. The use of cutbacks or emulsions that contain solvents shall not be permitted.
- D. Shipping and Storage: The paving fabric shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. If stored outdoors, the fabric shall be elevated and protected with a waterproof cover. The paving fabric shall be labeled in accordance with ASTM D 4873-88, "Standard Guide for Identification, Storage, and Handling of Geotextiles."
- E. Weather Limitations: The air and pavement temperatures shall be at least 50° F and rising for placement of asphalt cement and shall be at least 60° F and rising for placement of asphalt emulsion. Neither asphalt tack coat nor paving fabric shall be placed when weather conditions are not suitable, in the opinion of the Engineer.
- F. Surface Preparation: The pavement surface shall be dry and thoroughly cleaned of all dirt and oil to the satisfaction of the Engineer. Cracks 1/8" wide or greater shall be cleaned and filled with suitable bituminous material or by a method approved by the Engineer. Crack-filling material shall be allowed to cure prior to placement of paving fabric. Potholes and other pavement distress shall be repaired. Repairs shall be performed as directed by the Engineer.
- G. Tack Coat Application: The tack coat shall be applied using a calibrated distributor spray bar. Hand spraying, squeegee and brush application may be used in locations where the distributor truck cannot reach. Every effort shall be made to keep hand spraying to a minimum.

The tack coat shall be applied uniformly to the prepared, dry pavement surface. The tack coat application rate must be sufficient to saturate the fabric and to bond the fabric to the existing pavement surface. The tack coat application rate shall be 0.22 to 0.30 gallons per square yard as required by the roadway surface and environmental conditions. When using emulsions, the application rate must be increased as directed by the engineer to offset the water content of the

emulsion. Within the street intersections, on steep grades or in other zones where vehicle speed changes are common, the normal application rate shall be reduced by about 20 percent as directed by the Engineer, but not less than 0.20 gallons per square yard.

The temperature of the tack coat shall be sufficiently high to permit a uniform spray pattern. For asphalt cements, the minimum temperature shall be 290° F. To avoid damage to the fabric, distributor tank temperatures shall not exceed 325° F. For asphalt emulsions, the distributor tank shall be maintained between 130° F and 160° F.

The target width of the tack coat application shall be equal to the paving fabric width plus 6". Tack coat application shall be wide enough to cover the entire width of fabric overlaps. The tack coat shall be applied only as far as in advance of paving fabric installation as is appropriate to ensure a tacky surface at the time of paving fabric placement. Traffic shall not be allowed on the tack coat. Excess tack coat shall be cleaned from the pavement.

- H. Paving Fabric Placement: The paving fabric shall be placed onto the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation within a minimum amount of wrinkling or folding. The paving fabric shall be placed before the asphalt cement tack coat cools and loses its tackiness. Paving fabric shall not be installed in areas where the overlay asphalt tapers to a minimum compacted thickness of less than 1.5".

When asphalt emulsions are used, the emulsion shall be allowed to cure properly such that essentially no water moisture remains prior to placing the paving fabric. Fabric wrinkles severe enough to cause folds shall be slit and laid flat. Brooming and/or rubber-tire rolling will be required to maximize paving fabric contact with the pavement surface. Additional hand-placed tack coat may be required at overlaps and repairs as required by the Engineer.

Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the paving fabric. Abrupt starts and stops shall also be avoided. Damaged fabric shall be removed and replaced with the same type of fabric and a tack coat.

Joints and Overlaps: At joints, fabric rolls shall overlap by 1" to 3". End joints and joints from repair of wrinkles should be made to overlap or "shingle" in the direction that the pavement overlay will be placed. Overlaps of adjacent rolls may be as great as 6" to accommodate variations between the width of the roadway and the paving fabric. Excess fabric shall be cut and removed to ensure that overlaps of adjacent rolls do not exceed 6". A uniform application of tack coat shall be applied between all fabric overlaps. Any locations that do not have

tack between the overlaps shall be corrected by manual placement of tack coat prior to overlay construction.

All areas with paving fabric placed will be paved the same day. No traffic except necessary construction will be allowed to drive on the paving fabric.

- I. Overlay placement: Asphalt overlay construction shall closely follow fabric placement. All areas in which paving fabric has been placed will be paved during the same day. Excess tack coat that bleeds through the paving fabric shall be removed. Excess tack coat can be removed by broadcasting hot mix or sand on the paving fabric. Excess sand or hot mix shall be removed before beginning the paving operation. In the event of rainfall on the paving fabric prior to the placement of the asphalt overlay, the paving fabric must be allowed to dry completely before asphalt is placed. Overlay asphalt thickness shall meet the requirements of the contract drawings and documents. The minimum compacted thickness of overlay asphalt shall not be less than 1.5" in areas of paving fabric installed.

TABLE 1. PHYSICAL REQUIREMENTS OF PAVING FABRICS

Petromat 4598			
Properties	Test Method	American Standard	Metric Units
Mass Per Unit Area	ASTM D 3776	4.1 oz/yd ²	104 g/m ²
Tensile Strength	ASTM D 4632	101 lb.	0.450 kN
Tensile Elongation	ASTM D 4632	50%	50%
Asphalt Retention	ASTM D 6140	0.20 gal/yd ²	0.90 l/m ²
Melting Point	ASTM D 276-87	300° F	149° C
Surface Texture	VISUAL INSPECTION	Heat-Set on One Side	

END OF SECTION

**SECTION 02960
MILLING OF EXISTING ASPHALT PAVEMENT**

PART 1 – GENERAL

1.01 WORK INCLUDED

The work consists of milling existing asphaltic concrete pavement to lower the finished grade and remove unsound material prior to resurfacing. The area to be milled is shown on the Plans and includes the entire width of the streets shown and portions of intersecting streets to the limits shown on the Plans or as directed by the OWNER’S REPRESENTATIVE.

1.02 RELATED WORK SPECIFIED ELSEWHERE

02220	Demolition
02370	Soil Erosion Control
02720	Aggregate Base Course
02740	Asphaltic Concrete – Binder & Surface Courses
02775	Sidewalks, Driveways, and Curbs & Gutters

1.03 REFERENCED STANDARDS

All materials and workmanship shall conform to the following GDOT Standard Specifications (latest edition) which are incorporated herein by reference.

Section 150	Traffic Control
Section 432	Mill Asphaltic Concrete Pavement

In the event of a discrepancy between this specification and the GDOT Standard Specifications, the more stringent requirement will apply.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MILLED MATERIALS

Milled materials become the property of the contractor and shall be removed and disposed of offsite to an approved disposal area.

2.02 EQUIPMENT

The equipment for this operation shall be a power-driven, self-propelled machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls, a conveyor to transfer millings to a truck for offsite disposal, and a lighting system for night work if approved by the OWNER'S REPRESENTATIVE. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation including power brooms, vacuum sweepers, power blowers, etc.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to a depth as shown in the Plans and in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration or depth of cut. The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Pre-wetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove fine material to the greatest extent practicable. The operation shall be conducted in a manner to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be placed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the OWNER'S REPRESENTATIVE determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable

texture or profile, as determined by the OWNER'S REPRESENTATIVE, shall be corrected by the CONTRACTOR at no additional compensation. The OWNER'S REPRESENTATIVE may require re-milling of any area where surface lamination causes a non-uniform texture to occur.

3.03 COVER UP

Milled areas shall be covered with final surface course within five (5) days of the beginning of milling operations, prior to opening the lanes to traffic. Failure to cover milled areas as specified will result in liquidated damages to be assessed at a rate of \$500 per day.

3.04 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as concrete curb & gutter, manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas. Adjusting/replacement of any such obstructions shall be as outlined in the Plans, Details, and Specifications.

END OF SECTION

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

Delete Section 415 and substitute the following:

415.1 General Description

This work includes constructing a bituminous plant produced Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI) over the existing roadway surface. The mixture shall ~~serve as asphaltic concrete leveling over irregular surfaces and~~ provide mitigation for reflective cracking prior to the placement of the final surface pavement. The mixture shall conform to the lines, grades, thicknesses, typical sections and cross sections shown on the Plans or established by the Engineer.

This section includes the requirements for Asphaltic Concrete Open Graded Crack Relief Interlayer mixtures regardless of the gradation of the aggregates, type and amount of bituminous material, or pavement use. Follow the requirements in Section 400, Section 402 and Section 828 for production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Acceptance of work is on a lot-to-lot basis according to the requirements of this Section, Section 400, Section 402 and Section 106.

415.1.01 Definitions

Asphaltic Concrete Open Graded Crack Relief Interlayer: an open graded mixture placed at a lift thickness that yields stone on stone contact that provides in-place air void content of 18 to 23 percent to mitigate existing cracking within asphaltic concrete pavements.

415.1.02 Related References

A. Standard Specifications

~~Section 106 – Control of Materials~~

~~Section 109 – Measurement and Payment~~

~~Section 152 – Field Laboratory Building~~

Section 400 – Hot Mix Asphaltic Concrete Construction

~~Section 402 – Hot Mix Recycled Asphaltic Concrete~~

Section 413—Bituminous Tack Coat

Section 800 – Coarse Aggregate

Section 802 - Aggregate for Asphaltic Concrete

Section 820 – Asphalt Cement

Section 828—Hot Mix Asphaltic Concrete Mixtures

Section 831 – Admixtures

Section 882 – Lime

Section 883 – Mineral Filler

B. Referenced Documents

AASHTO T 209

AASHTO T 202

AASHTO T 49

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

AASHTO T 315

Department of Transportation Standard Operating Procedure (SOP) 27

Department of Transportation Standard Operating Procedure (SOP) 15

Department of Transportation Standard Operation Procedure (SOP) 40

GDT 38

GDT 73

GDT 83

GDT 114

GDT 119

GDT 125

GDT 126

GSP 15

GSP 21

QPL 1

QPL 2

QPL 7

QPL 26

QPL 39

QPL 41

QPL 45

415.1.03 Submittals

A. Invoices

Furnish formal written invoices from a supplier for all materials used in production of HMA ~~when requested by~~
~~Department~~. Show the following on the Bill of Lading:

- Date shipped
- Quantity in tons ~~(megagrams)~~
- Included with or without additives (for asphalt cement)

Purchase asphaltic cement directly from a supplier listed on Qualified Products List 7 and provide copies of Bill of Lading ~~at the Department's request~~.

~~B. Paving Plan~~

~~Before starting asphaltic concrete construction, submit a written paving plan to the Engineer for approval. Include the following on the paving plan:~~

- ~~• Proposed starting date~~
- ~~• Location of plant(s)~~
- ~~• Rate of production~~
- ~~• Average haul distance(s)~~
- ~~• Number of haul trucks~~
- ~~• Paver speed feet (meter)/minute for each placement operation~~
- ~~• Mat width for each placement operation~~
- ~~• Number and type of rollers for each placement operation~~

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

- ~~• Sketch of the typical section showing the paving sequence for each placement operation~~
- ~~• Electronic controls used for each placement operation~~
- ~~• Temporary pavement marking plan~~

~~If staged construction is designated in the Plans or contract, provide a paving plan for each construction stage.~~

~~If segregation is detected, submit a written plan of measures and actions to prevent segregation. Work will not continue until the plan is submitted to and approved by the Department.~~

C. Job Mix Formula

Submit to the Engineer a written job mix formula proposed for each mixture type to be used based on an approved mix design. Furnish the following information for each mix:

- Specific project for which the mixture will be used
- Source and description of the materials to be used
- Mixture I.D. Number
- Proportions of the raw materials to be combined in the paving mixture
- Single percentage of the combined mineral aggregates passing each specified sieve
- Single percentage of asphalt by weight of the total mix to be incorporated in the completed mixture
- Single temperature at which to discharge the mixture from the plant
- Theoretical specific gravity of the mixture at the designated asphalt content
- Name of the person or agency responsible for quality control of the mixture during production

~~Do the following to have the formulas approved in accordance with SOP 40 “Approval of Contractor Job Mix Formulas” and to ensure their quality.~~

- ~~1. Submit proposed job mix formulas for review at least two weeks before beginning the mixing operations.~~
- ~~2. Do not start hot mix asphaltic concrete work until the Engineer has approved a job mix formula for the mixture to be used. No mixture will be accepted until the Engineer has given approval.~~
- ~~3. Provide mix designs for all Asphaltic Concrete Open Graded Crack Relief Interlayer mixtures to be used.~~
- ~~4. After a job mix formula has been approved, assume responsibility for the quality control of the mixtures supplied to the Department according to Subsection 106.01, “Source of Supply and Quantity of Materials.”~~

~~D. Quality Control Program~~

~~Submit a Quality Control Plan to the Office of Materials and Testing for approval. The Quality Control Program will be included as part of the certification in the annual plant inspection report.~~

415.2 Materials

The requirements established in Section 400 are to be followed for Asphaltic Concrete Open Crack Relief Interlayer production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Ensure that materials comply with the specifications listed in Table 1.

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

Table 1—Materials Specifications

Material	Subsection
Asphalt Cement, Grade Specified	820.2
Coarse Aggregates for Asphaltic Concrete	802.2.02
Fine Aggregates for Asphaltic Concrete	802.2.01
Mineral Filler	883.1
Heat Stable Anti-Stripping Additive	831.2.04
Hydrated Lime	882.2.03
Silicone Fluid (When approved by the Office of Materials and Testing)	831.2.05
Bituminous Tack Coat: PG 58-22, PG 64-22, PG 67-22	820.2
Hot Mix Asphaltic Concrete Mixtures	828

415.2.01 Mix Design Requirements

The Open Graded Crack Relief Interlayer Mixture shall be formulated to contain approximately 18 to 23 percent in-place air voids after compaction. Use approved mixtures that meet the following mixture control tolerances and design criteria:

Table 2 – Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture Design and Control

Sieve Size	Mixture Control Tolerance, %	Design Gradation Limits, % Passing
		Open Graded Crack Relief Interlayer
3/4 in (19 mm) sieve	±0.0	100
1/2 in (12.5 mm) sieve	±6.1	80 - 100
3/8 in (9.5 mm) sieve	±5.6	40 - 65
No. 4 (4.75 mm) sieve	±5.7	10 - 25
No. 8 (2.36 mm) sieve	±4.6	2 - 10
No. 200 (75 µm) sieve	±2.0	2 - 5
Range for % AC	±0.4	4.50 – 5.25
Class of stone (Section 800)		"A" only
Drain-down (AASHTO T305), %		<0.3
Design optimum air voids (%)		20% ± 2%
Control Sieves used in Acceptance Schedule		3/8 in., No. 8 (9.5 mm, 2.36 mm) and Asphalt Cement

Notes:

1. Use only PG 64-22 or PG 67-22 asphalt cement (specified in Section 820).
2. Use no less than 1.0% hydrated lime regardless of aggregates group or source(s) used.
3. Ensure no more than 10 percent Recycled Asphalt Pavement (RAP) is used in Asphaltic Concrete Open Graded Interlayer mixtures.
4. Quality Acceptance Test Results for AC content deviating > ± 0.3 % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.
5. Range for % AC is Original Optimum AC (OOAC) at 25 blow Marshall prior to the Corrected Optimum

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

AC (COAC) calculation detailed in SOP 2 (Appendix D).

415.3 Construction Requirements

The requirements established in Section 400 are to be followed for asphaltic concrete mixture production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

~~415.3.01 Personnel~~

~~General Provisions 101 through 150.~~

415.3.02 Construction

Asphaltic concrete plants that produce mix for Department use are governed by Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia, Laboratory Standard Operating Procedure No. 27.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

- A. Apply a bituminous tack coat according to Section 413. The Engineer will determine the application rate, which must be within the limits of 0.06 gal/yd² to 0.10 gal/yd² (0.27 L/m² to 0.45 L/m²) **(residual asphalt cement)**.
- B. The mix shall be produced and placed at a temperature of 250°F with a tolerance of ± 20°F.
- C. Place the mix to a compacted lift thickness of 1-inch (25 mm). For construction purposes, the target thickness will be converted to spread rate based on the bulk specific gravity of the asphaltic concrete mixture being used as shown in the following equation:
$$\text{Spread rate (lbs/yd}^2\text{)} = t * G_{mb} * 46.8 \qquad \text{(Spread rate (kg/ m}^2\text{)} = t * G_{mb})$$

Where: t = Compacted lift thickness (inches, mm)
G_{mb}= bulk specific gravity of the mix from the approved mix design

The spread rate shall be controlled within 10 lbs/yd² (6 kg/m²).

- D. Do not place mix at air temperatures below 50 °F (10 °C).
- E. The mix shall be compacted in a manner to achieve 18 to 23 percent in-place air voids. Steel wheel rollers operating in static mode **only** will be used to seat the lift of Asphaltic Concrete Open Graded Crack Relief Interlayer mixture. Pneumatic tire rollers shall not be allowed on the Asphaltic Concrete Open Graded Crack Relief Interlayer mat.

~~415.4. Measurement~~

~~Asphaltic Concrete Open Graded Crack Relief Interlayer mixture, complete, in place and accepted, is measured in tons (megagrams). If the spread rate exceeds the upper limits outlined in Subsection 415.3.02.C by > 15 lbs/yd², the mix in excess will not be paid for. If the rate of the spread is ≤ 10 lbs/yd² than the lower limit, the deficient course is subject to correction by overlaying the entire lot. The mixture used for correcting deficient areas is paid for at the Contract Unit Price of the course being corrected and is subject to mixture control requirements established in Table 2—Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture Design and Control. After the deficient course has been corrected, the total spread rate for that lot is recalculated, and the mix in excess of the upper limits outlined in Subsection 415.3.02.C will not be paid for.~~

~~415.5 Payment~~

~~Asphaltic Concrete Open Graded Crack Relief Interlayer mix is paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing and placing materials including asphalt cement, hydrated lime, approved additives, and for cleaning and repairing, preparing surfaces, hauling, mixing, spreading, rolling, and performing other operations to complete the Contract Item.~~

~~Payment will be made under:~~

Item No. 415	Asphaltic Concrete Open Graded Crack Relief Interlayer, group blend, including bituminous materials and hydrated lime	Per ton (megagram)
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Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

415.5.01 Adjustments

A. Materials Produced and Placed During the Adjustment Period

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

Asphaltic Concrete Open Graded Crack Relief Interlayer shall be granted an adjustment period for the first Lot or day, whichever is less, produced for the Contract. A new adjustment period shall not be granted for a change of producer, mix design or asphalt plant location. The adjustment period is provided to adjust or correct the mix and to establish the construction procedures and sequence of operations. Test the mixture in accordance with Section 400.3.06. Maintain the asphalt cement content and gradation within the limits provided in Table 2 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control. The Engineer will not use these test results in the acceptance for payment decision but production and placement operations shall cease for failure to meet mixture control tolerances established in Table 2 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control.

415.5.02 Determine Lot Acceptance

The Engineer will accept the mixture based on visual inspection. The mixture shall be inspected for texture, segregation, bleeding, fat spots, raveling, delamination, tearing, targeted in-place air void content and slippage areas. Remove and replace any areas determined to be unacceptable to the Engineer.

~~Office of Materials and Testing~~

ADDENDUM #1
April 10, 2025

PROJECT: **2025 Road Resurfacing Improvements**

OWNER: City of Flowery Branch

BID DATE: Thursday, April 17, 2025 at 1:30 P.M.

The Bidder is hereby provided the following information:

1. MISCELLANEOUS

- a. No railroad permits or railroad insurance will be required as part of this project. The Contractor shall end paving at the existing extents of the paved railroad apron.
- b. Tripod mounted signs will be acceptable for this contract and shall be installed and maintained in accordance with MUTCD/GDOT guidelines and requirements for the duration of the project.
- c. Striping tape is acceptable for use as temporary striping. Contractor is responsible for maintaining temporary striping at all times prior to final striping installation.
- d. Paving fabric is not required for this contract.

2. CONTRACT DOCUMENTS, SECTION 00410 – BID FORM

- a. To eliminate confusion, the descriptor “110 lb/sy per inch” has been removed from the asphalt items in the Bid Form. The thicknesses of the proposed asphalt courses shall be as specified on the plans (e.g. 1.5” 9.5mm “Type II” asphalt) and shall comply with the minimum/maximum lift thicknesses per latest GDOT specifications.

3. CONSTRUCTION PLANS, SHEET C1.0

- a. Sheet C1.0 has been revised (see attached). An additional pavement section has been added to clarify the improvements on Radford Road.

All bidders shall acknowledge receipt of all addenda issued where indicated on the bid sheets. (Section 00410 – Bid Form, Page 2)

ATTENTION

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED WHERE INDICATED ON THE BID SHEETS. (SECTION 00410 – BID FORM, PAGE 2)

BIDDERS ARE ADVISED THAT IT IS THEIR RESPONSIBILITY TO VERIFY THAT ANY AND ALL ADDENDA HAVE BEEN RECEIVED PRIOR TO SUBMISSION OF THEIR BID. IN CASE ANY BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF ANY SUCH ADDENDA IN THE SPACE PROVIDED ON THE BID FORM, THE BID WILL NEVERTHELESS BE CONSTRUED AS THOUGH THE BIDDER HAS RECEIVED AND ACKNOWLEDGED ALL SUCH ADDENDA, AND THE SUBMISSION OF THE BID WILL CONSTITUTE ACKNOWLEDGEMENT AND RECEIPT OF THE SAME.

END ADDENDUM

SECTION 00410
BID FORM

PROJECT IDENTIFICATION:

2025 Road Resurfacing Improvements

CONTRACT IDENTIFICATION AND NUMBER:

F0002.022

THIS BID IS SUBMITTED TO:

City of Flowery Branch
5410 Pine St
Flowery Branch, GA 30542

THIS BID IS SUBMITTED FROM:

Bidder: _____

Address: _____

Phone: _____

State of Georgia Business License No.: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

(d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said

Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

(h) Bidder agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the Owner.

(i) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below:

A) BASE BID: 2025 ROAD RESURFACING IMPROVEMENTS

BID FORM BEGINS ON PAGE 4

BID FORM: 2025 ROAD RESURFACING IMPROVEMENTS

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
100	34,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement		
101	100	TN	Recycled Asphalt Leveling Course		
102	2,600	TN	9.5mm "Type II" Asphalt Overlay		
103	850	TN	12.5mm Asphalt Overlay		
104	115	TN	19mm Asphalt Binder Course		
105	40	TN	Open Graded Interlayer (OGI) Asphalt		
106	9	EA	Speed Bump Installation		
107	29,500	LF	Traffic Stripe, Yellow/White High-Build Paint		
108	160	LF	Stop Bar, 24" - White High-Build Paint		
109	250	SY	Median Hatching - White High-Build Paint		
110	130	SY	Pedestrian Crosswalk, 8" - White High-Build Paint		
111	1	EA	Railroad Crossing Marking		
112	28	EA	Pavement Marking Arrow - White High-Build Paint		
113	1	LS	Traffic Control		
114	1	LS	Supplementary Work Allowance	\$50,000.00	
BID TOTAL:					

Bidder agrees to furnish all labor, materials, and equipment necessary to construct the **2025 Road Resurfacing Improvements** for the City of Flowery Branch for the sum of:

_____ Dollars
 (\$_____).

6. Bidder agrees that the Work will be substantially complete and ready for final payment in accordance with the completion time/dates provided in the Contract and any Addenda.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
8. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of 5% of the Bid Total Price.
9. The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
10. Communications concerning this Bid shall be addressed to:
ESG Engineering, LLC
6400 Peake Rd
Macon, GA 31210
Attn: Margaret Hildebrand
mhildebrand@esgengineering.com
11. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 20____.

BIDDER: _____

BY: _____

TITLE: _____

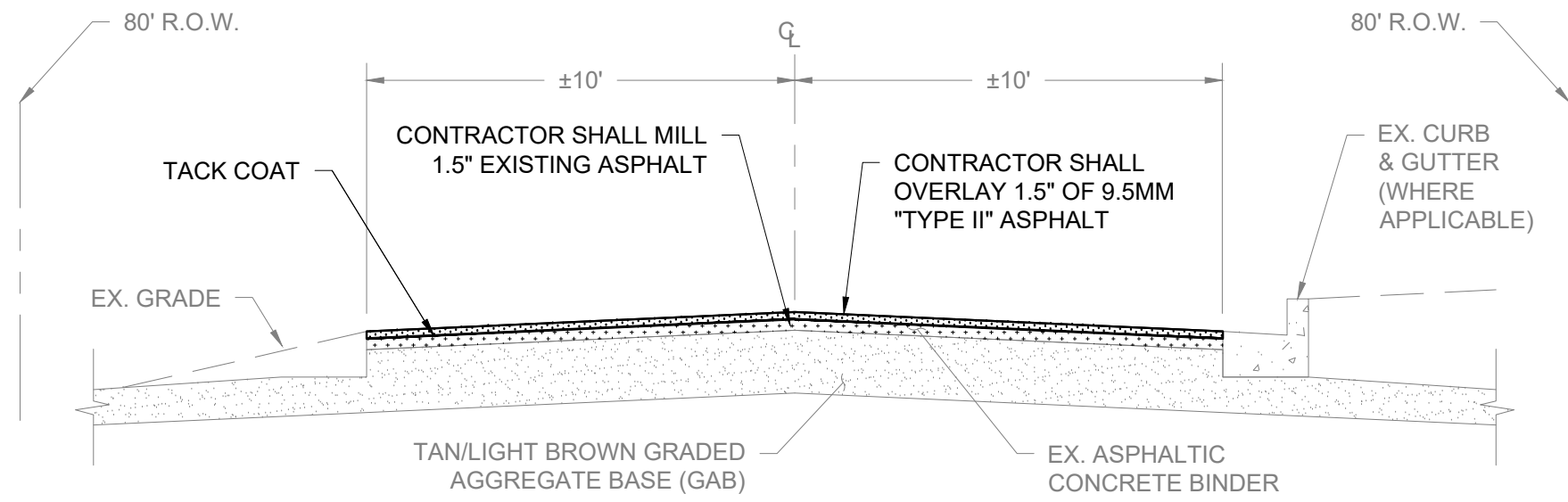
STATE CONTRACTOR
LICENSE NO: _____

ADDRESS: _____

PHONE: _____
Seal: (if bid by a Corporation)

END OF SECTION

Last Saved By: Taustin
Drawing Path: \\ESG-ENGDATA\\Engineering Projects\\F0002 - FLOWERY BRANCH, CITY OF\\F0002.022 - 2025 Road Resurfacing Improvements\\CAD\\Base\\C-PROP-BASE (FB 2025 Paving).dwg
Plotted: 4/10/2025 4:14 PM



RADFORD ROAD (1) PROPOSED PAVEMENT SECTION (MILLING)
N.T.S.



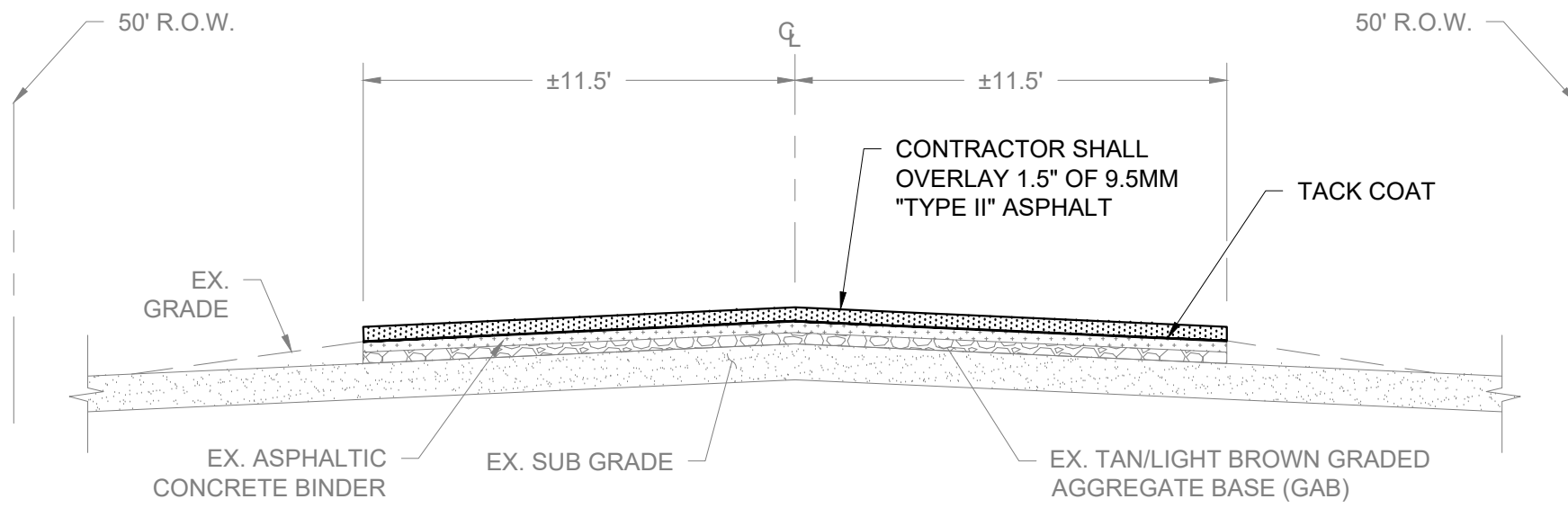
RADFORD ROAD SITE PLAN (1)

SCALE: 1" = 50'

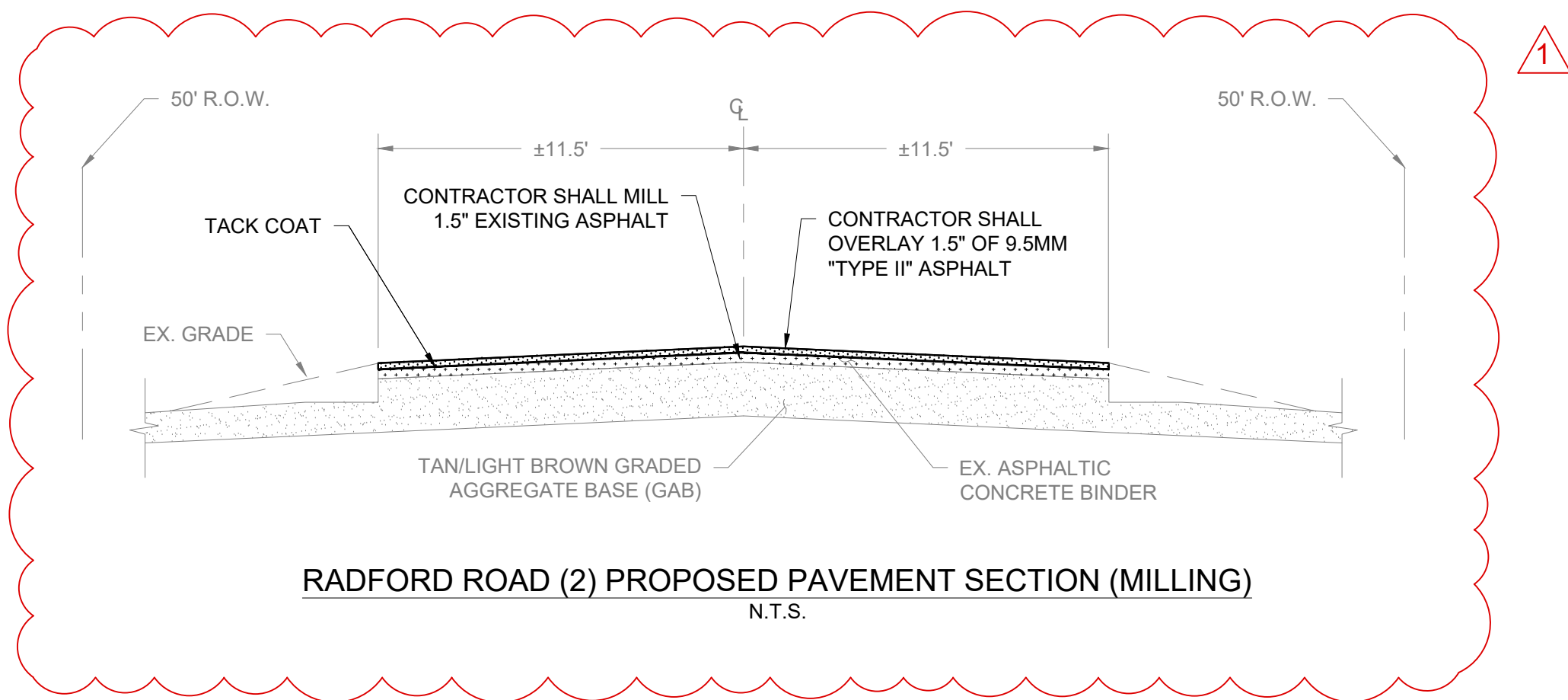


RADFORD ROAD SITE PLAN (2)

SCALE: 1" = 60'



RADFORD ROAD (2) PROPOSED PAVEMENT SECTION (NO MILLING)
N.T.S.



RADFORD ROAD (2) PROPOSED PAVEMENT SECTION (MILLING)
N.T.S.

ESG ENGINEERING



6400 Peake Rd
Macon, GA 31210
PH: (478) 474-4996
Fax: (478) 474-5045

2025 ROAD RESURFACING
IMPROVEMENTS

FOR THE
CITY OF FLOWERY BRANCH

NO.	REVISIONS	DATE
1	REISSUED SHEET C1.0	04/2025

BID SET



DRAWN BY: TMA
CHECKED BY: ADS
DATE: APR 2025
SCALE: AS NOTED

CONTENT:
RADFORD ROAD
PAVING PLAN

SHEET NO:

C1.0



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of Award for the McEver Road & Gaines Ferry Road Roundabout Project

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

The City observed poor, ongoing traffic conditions at the intersection of McEver Road and Gaines Ferry Road and subsequently engaged ESG Engineering to design a round-a-bout construction project to improve the intersection. After performing a traffic study and obtaining survey data, ESG Engineering designed and specified the road construction improvements and associated utility relocation and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on April 17, 2025. A total of nine (9) responsive bids were received. Wilson Construction Management was the low bidder with a total bid amount of \$3,053,957.

FACTS AND ISSUES:

ESG Engineering recommends awarding the project to the low bidder, Wilson Construction Management, at the low bid price of \$3,053,957.

The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to Wilson Construction Management, ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction.

OPTIONS:

1) Award the Contract or 2) Do Not Award the Contract

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

SPLOST Fund and Local Resources Fund

RECOMMENDATION:

To award a construction contract for the McEver Road and Gaines Ferry Road roundabout project to a responsible, responsive bidder.

SAMPLE MOTION:

I make a motion to award the McEver Road & Gaines Ferry Road Roundabout Project contract to the low bidder, Wilson Construction Management, in an amount not to exceed \$3,053,957.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Award for Roundabout McEver Gaines Ferry.pdf](#)
- [Bid Tabulation - FB Round-A-Bout.pdf](#)
- [00621 Notice of Award.pdf](#)



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Recommendation of Award for the McEver Road & Gaines Ferry Road Roundabout Project

DATE: May 15, 2025

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**

BUDGET INFORMATION:
ANNUAL-
CAPITAL- \$3,053,957.00

☐ **STATUS REPORT**
☐ **OTHER**

COUNCIL ACTION REQUESTED ON: May 15, 2025

PURPOSE: To award a construction contract for the McEver Road and Gaines Ferry Road roundabout project to a responsible, responsive bidder.

HISTORY: The City observed poor, ongoing traffic conditions at the intersection of McEver Road and Gaines Ferry Road and subsequently engaged ESG Engineering to design a round-a-bout construction project to improve the intersection. After performing a traffic study and obtaining survey data, ESG Engineering designed and specified the road construction improvements and associated utility relocation and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on April 17, 2025. A total of nine (9) responsive bids were received. Wilson Construction Management was the low bidder with a total bid amount of \$3,053,957.

FACTS AND ISSUES: ESG Engineering recommends awarding the project to the low bidder, Wilson Construction Management, at the low bid price of \$3,053,957.

The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to Wilson Construction Management, ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction.

OPTIONS: 1) Award the Contract or 2) Do Not Award the Contract

RECOMMENDED SAMPLE MOTION: I make a motion to award the McEver Road & Gaines Ferry Road Roundabout Project contract to the low bidder, Wilson Construction Management, in an amount not to exceed \$3,053,957.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

BID TABULATION FOR ALL BIDS
RECEIVED AT THE CITY OF FLOWERY BRANCH
ON THURSDAY, APRIL 17, 2025 AT 2:00 PM

ESG Engineering
6400 Peake Road
Macon, Georgia 31210

PROJECT:
McEver Road & Gaines Ferry Rd Round-a-Boul
Project #F0002.006

BIDDERS:

Wilson Construction Management 6365 McDonough Drive Norcross, GA 30093	Backbone Infrastructure LLC 4805 Westoak Ct Buford, GA 30518	Azimuth Contractors LLC 5645 Enfield Way Suwanee, GA 30024	Ohmshiv Construction LLC 805 Progress Ct, Suite A Lawrenceville, GA 30043	Vertical Earth Inc 6025 Matt Highway Cumming, GA 30028	Summit Construction & Developme 2108 Bentley Drive Stone Mountain, GA 30087	E.R. Snell Contractor Inc 1785 Oak Road Snellville, GA 30078	Triscapes LLC 1595 Peachtree Parkway, STE 204- Cumming, GA 30041	Georgia Paving 3625 Buford Highway Duluth, GA 30096
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A. BASE BID

ITEM NO.	QTY.	UNIT	DESCRIPTION	PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1.25	AC	Clearing & Grubbing	\$ 38,280.00	\$ 47,850.00	\$ 55,000.00	\$ 68,750.00	\$ 22,000.00	\$ 27,500.00	\$ 42,500.00	\$ 53,125.00	\$ 32,448.00	\$ 40,560.00	\$ 30,000.00	\$ 37,500.00	\$ 59,300.00	\$ 74,125.00	\$ 156,150.00	\$ 195,187.50	\$ 144,955.81	\$ 181,194.76
2	1	LS	Demolition Complete	\$246,791.00	\$ 246,791.00	\$413,279.00	\$ 413,279.00	\$619,383.92	\$ 619,383.92	\$ 651,262.00	\$651,262.00	\$ 427,921.91	\$427,921.91	\$ 352,048.61	\$ 352,048.61	\$ 388,700.00	\$ 388,700.00	\$ 191,428.00	\$ 191,428.00	\$ 27,288.75	\$ 27,288.75
3	2700	CY	Grading - Move Material on Site	\$ 15.00	\$ 40,500.00	\$ 14.00	\$ 37,800.00	\$ 15.99	\$ 43,173.00	\$ 4.00	\$ 10,800.00	\$ 23.52	\$ 63,504.00	\$ 11.50	\$ 31,050.00	\$ 25.25	\$ 68,175.00	\$ 37.50	\$ 101,250.00	\$ 103.17	\$ 278,559.00
4	4000	CY	Grading - Import Fill Material	\$ 15.00	\$ 60,000.00	\$ 30.00	\$ 120,000.00	\$ 25.49	\$ 101,960.00	\$ 4.00	\$ 16,000.00	\$ 26.51	\$106,040.00	\$ 20.00	\$ 80,000.00	\$ 31.50	\$ 126,000.00	\$ 61.88	\$ 247,520.00	\$ 124.67	\$ 498,680.00
5	1600	CY	Graded Aggregate Base (GAB) Course	\$ 78.00	\$ 124,800.00	\$ 72.00	\$ 115,200.00	\$ 35.00	\$ 56,000.00	\$ 12.00	\$ 19,200.00	\$ 75.64	\$121,024.00	\$ 64.00	\$ 102,400.00	\$ 101.00	\$ 161,600.00	\$ 72.00	\$ 115,200.00	\$ 39.20	\$ 62,720.00
6	1900	TN	25mm Base Course	\$ 104.00	\$ 197,600.00	\$ 104.00	\$ 197,600.00	\$ 104.00	\$ 197,600.00	\$ 105.00	\$199,500.00	\$ 128.31	\$243,789.00	\$ 130.00	\$ 247,000.00	\$ 104.00	\$ 197,600.00	\$ 178.39	\$ 338,941.00	\$ 128.54	\$ 244,226.00
7	800	TN	19mm Binder Course	\$ 119.00	\$ 95,200.00	\$ 119.00	\$ 95,200.00	\$ 119.00	\$ 95,200.00	\$ 120.00	\$ 96,000.00	\$ 136.53	\$109,224.00	\$ 130.00	\$ 104,000.00	\$ 120.00	\$ 96,000.00	\$ 197.05	\$ 157,640.00	\$ 139.79	\$ 111,832.00
8	1200	TN	12.5mm Polymer Modified Surface Course	\$ 119.00	\$ 142,800.00	\$ 119.00	\$ 142,800.00	\$ 119.00	\$ 142,800.00	\$ 120.00	\$144,000.00	\$ 165.61	\$198,732.00	\$ 125.00	\$ 150,000.00	\$ 119.00	\$ 142,800.00	\$ 208.14	\$ 249,768.00	\$ 173.71	\$ 208,452.00
9	3500	TN	Asphalt Leveling Course	\$ 125.00	\$ 437,500.00	\$ 125.00	\$ 437,500.00	\$ 125.00	\$ 437,500.00	\$ 125.00	\$437,500.00	\$ 153.08	\$535,780.00	\$ 135.00	\$ 472,500.00	\$ 114.00	\$ 399,000.00	\$ 184.38	\$ 645,330.00	\$ 166.63	\$ 583,205.00
10	130	SY	Pavement Repair Patch (incl. GAB & 3" 19mm Binder Course)	\$ 141.00	\$ 18,330.00	\$ 161.00	\$ 20,930.00	\$ 141.00	\$ 18,330.00	\$ 142.00	\$ 18,460.00	\$ 222.52	\$ 28,927.60	\$ 60.00	\$ 7,800.00	\$ 142.00	\$ 18,460.00	\$ 71.05	\$ 9,236.50	\$ 29.53	\$ 3,838.90
11	190	SY	8" Concrete Driveway (incl. 4" GAB)	\$ 87.00	\$ 16,530.00	\$ 100.00	\$ 19,000.00	\$ 79.81	\$ 15,163.90	\$ 80.00	\$ 15,200.00	\$ 94.79	\$ 18,010.10	\$ 94.00	\$ 17,860.00	\$ 92.75	\$ 17,622.50	\$ 235.46	\$ 44,737.40	\$ 128.07	\$ 24,333.30
12	460	SY	10" "Class A" Concrete Center Island (Federal Standard 30152 "Red-Orange" dyed & stamped concrete w/ brick pattern)	\$ 177.00	\$ 81,420.00	\$ 124.00	\$ 57,040.00	\$ 140.00	\$ 64,400.00	\$ 175.00	\$ 80,500.00	\$ 187.68	\$ 86,332.80	\$ 240.00	\$ 110,400.00	\$ 252.00	\$ 115,920.00	\$ 322.54	\$ 148,368.40	\$ 249.18	\$ 114,622.80
13	450	SY	Monolithic Concrete Median w/ GDOT "Type 7" Curb Face	\$ 75.00	\$ 33,750.00	\$ 80.00	\$ 36,000.00	\$ 57.52	\$ 25,884.00	\$ 85.00	\$ 38,250.00	\$ 65.88	\$ 29,646.00	\$ 84.00	\$ 37,800.00	\$ 96.75	\$ 43,537.50	\$ 169.56	\$ 76,302.00	\$ 26.40	\$ 11,880.00
14	3000	LF	2'-0" Concrete Curb & Gutter w/ GDOT "Type 2" Curb Face	\$ 25.00	\$ 75,000.00	\$ 24.00	\$ 72,000.00	\$ 15.15	\$ 45,450.00	\$ 25.00	\$ 75,000.00	\$ 21.79	\$ 65,370.00	\$ 28.00	\$ 84,000.00	\$ 30.00	\$ 90,000.00	\$ 27.35	\$ 82,050.00	\$ 29.72	\$ 89,160.00
15	1360	SY	4" Concrete Sidewalk (incl. 6" GAB)	\$ 55.00	\$ 74,800.00	\$ 52.00	\$ 70,720.00	\$ 56.93	\$ 77,424.80	\$ 55.00	\$ 74,800.00	\$ 65.55	\$ 89,148.00	\$ 70.00	\$ 95,200.00	\$ 80.00	\$ 108,800.00	\$ 126.27	\$ 171,727.20	\$ 76.73	\$ 104,352.80
16	40	SY	ADA Ramp (incl. Tread Pads)	\$ 175.00	\$ 7,000.00	\$ 95.00	\$ 3,800.00	\$ 69.39	\$ 2,775.60	\$ 1,850.00	\$ 74,000.00	\$ 141.64	\$ 5,665.60	\$ 94.00	\$ 3,760.00	\$ 252.00	\$ 10,080.00	\$ 76.88	\$ 3,075.20	\$ 238.11	\$ 9,524.40
17	360	LF	Handrail for Sidewalks	\$ 58.00	\$ 20,880.00	\$ 58.00	\$ 20,880.00	\$ 58.00	\$ 20,880.00	\$ 100.00	\$ 36,000.00	\$ 65.91	\$ 23,727.60	\$ 84.00	\$ 30,240.00	\$ 64.25	\$ 23,130.00	\$ 144.00	\$ 51,840.00	\$ 45.70	\$ 16,452.00
18	5	EA	Conc. Drainage Flume & Trench Cover	\$ 4,900.00	\$ 24,500.00	\$ 1,650.00	\$ 8,250.00	\$ 2,812.57	\$ 14,062.85	\$ 3,000.00	\$ 15,000.00	\$ 3,042.00	\$ 15,210.00	\$ 3,500.00	\$ 17,500.00	\$ 1,660.00	\$ 8,300.00	\$ 3,562.50	\$ 17,812.50	\$ 2,777.52	\$ 13,887.60
19	10	EA	Precast Storm Catch Basin (GDOT 1033D)	\$ 4,671.00	\$ 46,710.00	\$ 4,500.00	\$ 45,000.00	\$ 3,854.85	\$ 38,548.50	\$ 7,000.00	\$ 70,000.00	\$ 8,132.75	\$ 81,327.50	\$ 5,000.00	\$ 50,000.00	\$ 5,590.00	\$ 55,900.00	\$ 3,450.00	\$ 34,500.00	\$ 7,115.65	\$ 71,156.50
20	2	EA	Precast Storm Catch Basin (GDOT 1034D)	\$ 6,375.00	\$ 12,750.00	\$ 4,500.00	\$ 9,000.00	\$ 3,499.83	\$ 6,999.66	\$ 6,250.00	\$ 12,500.00	\$ 8,135.26	\$ 16,270.52	\$ 5,000.00	\$ 10,000.00	\$ 6,560.00	\$ 13,120.00	\$ 4,312.50	\$ 8,625.00	\$ 7,142.54	\$ 14,285.08
21	1	EA	Precast Storm Inlet (GDOT 1019A)	\$ 4,019.00	\$ 4,019.00	\$ 4,200.00	\$ 4,200.00	\$ 3,404.72	\$ 3,404.72	\$ 6,000.00	\$ 6,000.00	\$ 5,874.85	\$ 5,874.85	\$ 4,000.00	\$ 4,000.00	\$ 3,910.00	\$ 3,910.00	\$ 4,350.00	\$ 4,350.00	\$ 5,012.23	\$ 5,012.23
22	1	EA	Precast Storm Junction Box (GDOT 1011AP)	\$ 4,969.00	\$ 4,969.00	\$ 3,200.00	\$ 3,200.00	\$ 2,627.55	\$ 2,627.55	\$ 6,000.00	\$ 6,000.00	\$ 5,126.60	\$ 5,126.60	\$ 4,000.00	\$ 4,000.00	\$ 7,610.00	\$ 7,610.00	\$ 5,625.00	\$ 5,625.00	\$ 5,538.93	\$ 5,538.93
23	686	LF	15" RCP Storm Pipe	\$ 69.00	\$ 47,334.00	\$ 56.00	\$ 38,416.00	\$ 55.62	\$ 38,155.32	\$ 80.00	\$ 54,880.00	\$ 59.85	\$ 41,057.10	\$ 80.00	\$ 54,880.00	\$ 105.00	\$ 72,030.00	\$ 68.25	\$ 46,819.50	\$ 80.92	\$ 55,511.12
24	20	LF	18" RCP Storm Pipe	\$ 107.00	\$ 2,140.00	\$ 60.00	\$ 1,200.00	\$ 54.28	\$ 1,085.60	\$ 90.00	\$ 1,800.00	\$ 88.12	\$ 1,762.40	\$ 88.00	\$ 1,760.00	\$ 271.00	\$ 5,420.00	\$ 113.63	\$ 2,272.60	\$ 107.08	\$ 2,141.60
25	80	LF	24" RCP Storm Pipe	\$ 78.00	\$ 6,240.00	\$ 80.00	\$ 6,400.00	\$ 70.44	\$ 5,635.20	\$ 115.00	\$ 9,200.00	\$ 113.09	\$ 9,047.20	\$ 140.00	\$ 11,200.00	\$ 121.00	\$ 9,680.00	\$ 153.00	\$ 12,240.00	\$ 105.82	\$ 8,465.60
26	20	LF	72" CMP Storm Pipe Extension	\$ 730.00	\$ 14,600.00	\$ 220.00	\$ 4,400.00	\$ 231.89	\$ 4,637.80	\$ 500.00	\$ 10,000.00	\$ 629.35	\$ 12,587.00	\$ 550.00	\$ 11,000.00	\$ 658.00	\$ 13,160.00	\$ 393.75	\$ 7,875.00	\$ 805.45	\$ 16,109.00
27	3	EA	15" Precast Flared End Section	\$ 1,235.00	\$ 3,705.00	\$ 950.00	\$ 2,850.00	\$ 1,401.47	\$ 4,204.41	\$ 1,550.00	\$ 4,650.00	\$ 1,781.38	\$ 5,344.14	\$ 1,800.00	\$ 5,400.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 264.45	\$ 793.35
28	1	EA	18" Precast Headwall	\$ 1,740.00	\$ 1,740.00	\$ 1,250.00	\$ 1,250.00	\$ 1,369.73	\$ 1,369.73	\$ 1,650.00	\$ 1,650.00	\$ 1,954.22	\$ 1,954.22	\$ 1,850.00	\$ 1,850.00	\$ 17,700.00	\$ 17,700.00	\$ 2,362.50	\$ 2,362.50	\$ 2,567.35	

52	4	EA	Cut & Cap Ex. Water Main	\$ 2,000.00	\$ 8,000.00	\$ 7,000.00	\$ 28,000.00	\$ 6,500.00	\$ 26,000.00	\$ 6,250.00	\$ 25,000.00	\$ 2,611.05	\$ 10,444.20	\$ 1,500.00	\$ 6,000.00	\$ 4,500.00	\$ 18,000.00	\$ 1,500.00	\$ 6,000.00	\$ 10,915.50	\$ 43,662.00
53	650	LF	2" HDPE Electrical Conduit (trenched or directional drilled)	\$ 24.00	\$ 15,600.00	\$ 18.00	\$ 11,700.00	\$ 16.00	\$ 10,400.00	\$ 16.50	\$ 10,725.00	\$ 24.34	\$ 15,821.00	\$ 16.00	\$ 10,400.00	\$ 18.00	\$ 11,700.00	\$ 60.00	\$ 39,000.00	\$ 63.98	\$ 41,587.00
54	1	LS	Landscaping Island - Wall & Sign (incl. all demolition, earthwork, drainage, footers, reinforcement, stone/block, lettering, hardware, etc. - See Section 1025 for full extents of pay item)	\$ 92,859.00	\$ 92,859.00	\$ 45,000.00	\$ 45,000.00	\$ 71,000.00	\$ 71,000.00	\$ 40,000.00	\$ 40,000.00	\$ 160,465.50	\$160,465.50	\$ 86,600.00	\$ 86,600.00	\$ 175,400.00	\$ 175,400.00	\$ 95,400.00	\$ 95,400.00	\$ 41,115.07	\$ 41,115.07
55	1	LS	Landscaping Island - Irrigation System (incl. but not limited to tapping saddle, piping, 1.5" meter, backflow, valves, boxes, and rotors/sprayheads)	\$ 6,000.00	\$ 6,000.00	\$ 12,500.00	\$ 12,500.00	\$ 35,000.00	\$ 35,000.00	\$ 27,500.00	\$ 27,500.00	\$ 4,097.20	\$ 4,097.20	\$ 6,500.00	\$ 6,500.00	\$ 33,200.00	\$ 33,200.00	\$ 4,040.63	\$ 4,040.63	\$ 5,780.84	\$ 5,780.84
56	1	LS	Landscaping Island - Shrubs/Grassing	\$ 5,395.00	\$ 5,395.00	\$ 15,620.00	\$ 15,620.00	\$ 5,688.76	\$ 5,688.76	\$ 12,500.00	\$ 12,500.00	\$ 6,198.08	\$ 6,198.08	\$ 21,260.00	\$ 21,260.00	\$ 8,960.00	\$ 8,960.00	\$ 6,112.91	\$ 6,112.91	\$ 27,602.57	\$ 27,602.57
57	2	EA	Relocate Existing Commercial Sign	\$ 150.00	\$ 300.00	\$ 1,500.00	\$ 3,000.00	\$ 2,430.47	\$ 4,860.94	\$ 2,000.00	\$ 4,000.00	\$ 550.00	\$ 1,100.00	\$ 350.00	\$ 700.00	\$ 11,100.00	\$ 22,200.00	\$ 4,500.00	\$ 9,000.00	\$ 4,087.29	\$ 8,174.58
58	130	LF	Replace Existing Fence (match existing type/style, material, & color)	\$ 42.00	\$ 5,460.00	\$ 45.00	\$ 5,850.00	\$ 42.00	\$ 5,460.00	\$ 50.00	\$ 6,500.00	\$ 40.56	\$ 5,272.80	\$ 50.00	\$ 6,500.00	\$ 46.50	\$ 6,045.00	\$ 75.00	\$ 9,750.00	\$ 8,160.77	\$ 1,060,900.10
59	1	LS	Replace Existing Commercial Landscaping & Features	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,522.07	\$ 17,522.07	\$ 12,500.00	\$ 12,500.00	\$ 22,418.02	\$ 22,418.02	\$ 35,000.00	\$ 35,000.00	\$ 32,500.00	\$ 32,500.00	\$ 22,109.97	\$ 22,109.97	\$ 9,868.13	\$ 9,868.13
60	1	LS	Sodding	\$ 12,066.00	\$ 12,066.00	\$ 40,000.00	\$ 40,000.00	\$ 14,360.89	\$ 14,360.89	\$ 50,000.00	\$ 50,000.00	\$ 4,056.00	\$ 4,056.00	\$ 1,350.00	\$ 1,350.00	\$ 27,500.00	\$ 27,500.00	\$ 1,118.89	\$ 1,118.89	\$ 45,562.36	\$ 45,562.36
61	1	LS	Erosion Control	\$ 38,451.00	\$ 38,451.00	\$ 85,360.00	\$ 85,360.00	\$ 76,627.62	\$ 76,627.62	\$ 5,000.00	\$ 5,000.00	\$ 43,265.00	\$ 43,265.00	\$ 85,000.00	\$ 85,000.00	\$ 137,100.00	\$ 137,100.00	\$ 156,148.00	\$ 156,148.00	\$ 71,046.23	\$ 71,046.23
62	1	LS	Traffic Control	\$398,524.00	\$ 398,524.00	\$254,690.00	\$ 254,690.00	\$170,330.68	\$ 170,330.68	\$ 250,000.00	\$250,000.00	\$ 139,740.91	\$139,740.91	\$ 482,610.00	\$ 482,610.00	\$ 75,500.00	\$ 75,500.00	\$ 167,428.00	\$ 167,428.00	\$ 232,589.41	\$ 232,589.41
63	1	LS	Temporary Traffic Signal Relocation	\$120,000.00	\$ 120,000.00	\$ 25,000.00	\$ 25,000.00	\$105,910.45	\$ 105,910.45	\$ 65,000.00	\$ 65,000.00	\$ 64,802.71	\$ 64,802.71	\$ 25,000.00	\$ 25,000.00	\$ 28,300.00	\$ 28,300.00	\$ 90,000.00	\$ 90,000.00	\$ 85,695.00	\$ 85,695.00
64	1	LS	Decorative Street Lighting Allowance (incl. all costs to install conductors, bases, poles, fixtures, and fees associated with establishing service)	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
65	1	LS	Supplemental Work Allowance	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
TOTAL BASE BID				\$ 3,053,957.00	\$ 3,053,957.00	\$ 3,070,963.00	\$ 3,070,963.00	\$ 3,106,643.20	\$ 3,106,643.20	\$ 3,172,717.00	\$ 3,172,717.00	\$ 3,341,553.46	\$ 3,341,553.46	\$ 3,365,978.21	\$ 3,365,978.21	\$ 3,426,530.00	\$ 3,426,530.00	\$ 4,094,897.20	\$ 4,094,897.20	\$ 4,957,690.68	\$ 4,957,690.68

*Due to Multiplication and Transcription errors, Georgia Paving's base bid changed from \$3,984,527.18 to \$4,957,690.68

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on April 17, 2025.



Andrew Swicegood, PE

**SECTION 00621
NOTICE OF AWARD**

PROJECT IDENTIFICATION:

McEver Road & Gaines Ferry Road Round-a-Bout

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated April 17, 2025, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Three Million Fifty Three Thousand, Nine Hundred Fifty Seven and 00/100Dollars (3,053,957.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20____.

City of Flowery Branch
OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
Wilson Construction Management this ____ day of _____, 20____.
(Contractor)

By: _____

Title: _____



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Awarding Contract for 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

The City of Flowery Branch sought bids for contractual services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

The City of Flowery Branch has access to two landfills, one of which is located in Buford and the other in Ball Ground, Georgia. On average, the Wastewater Treatment Plant produces about four (4) 20-yard cans of sludge per week; that of which we divide between both landfills.

FACTS AND ISSUES:

Our current vendor does not have the man power to transport to Ball Ground. The lack of man power has caused the City to be unable to have cans transported to the Ball Ground location and back in a timely manner.

The bid was posted February 19, 2025 with a mandatory pre-bid meeting held on March 18, 2025. During this meeting the manager of Public Utilities allowed interested bidders to do a site evaluation so they could gain more information and inspect the site for any minor tasks that may need to be done prior to commencement. Bids were due April 8, 2025 and the City received three (3) bids.

The three bids received were from the following vendors: Republic Services, LLC., Waste Eliminator, LLC., and WG Waste, LLC.

Republic Services, LLC. is the lowest bidder for a total of \$54,080.00

OPTIONS:

1) Award the contract to Republic Services, LLC for services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

2) Do not award the contract to Republic Services, LLC

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

54080.00

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to award Bid 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC in the amount of \$54,080.00.

COLLABORATING DEPARTMENT:

DEPARTMENT: Public Utilities

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary for Dewatered Sludge and Waste Removal Services.pdf](#)
- [25-008 Bid Tabulation.pdf](#)
- [25-008 Republic Services.pdf](#)
- [25-008 Dewatered Sludge and Waste Removal Contract.pdf - NOT COMPLETED](#)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: CONSIDER AWARDING CONTRACT FOR 25-008 DEWATERED SLUDGE AND WASTE REMOVAL TO REPUBLIC SERVICES, LLC

DATE: MAY 15, 2025

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$54,080.00

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: MAY 15, 2025

PURPOSE: The Purpose of this agenda item is to help lower operating costs at the City's Wastewater Treatment Plant. Dewatered sludge and waste (Screens and Grit) is one of the biggest budget items to operate the plant.

HISTORY: The City of Flowery Branch sought bids for contractual services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

The City of Flowery Branch has access to two landfills, one of which is located in Buford and the other in Ball Ground, Georgia. On average, the Wastewater Treatment Plant produces about four (4) 20-yard cans of sludge per week; that of which we divide between both landfills.

FACTS AND ISSUES: Our current vendor does not have the man power to transport to Ball Ground. The lack of man power has caused the City to be unable to have cans transported to the Ball Ground location and back in a timely manner.

The bid was posted February 19, 2025 with a mandatory pre-bid meeting held on March 18, 2025. During this meeting the manager of Public Utilities allowed interested bidders to do a site evaluation so they could gain more information and inspect the site for any minor tasks that may need to be done prior to commencement. Bids were due April 8, 2025 and the City received three (3) bids.

The three bids received were from the following vendors: Republic Services, LLC., Waste Eliminator, LLC., and WG Waste, LLC.

Republic Services, LLC. is the lowest bidder for a total of \$54,080.00

OPTIONS: 1) Award the contract to Republic Services, LLC for services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

2) Do not award the contract to Republic Services, LLC

RECOMMENDED SAMPLE MOTION: I make a motion to award Bid 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC in the amount of \$54,080.00.

DEPARTMENT: Public Utilities

Prepared by: Peter Woerner



Bid Tabulation

Bid Title: 25-008 Dewatered Sludge and Waste Removal

Bid Open Date: April 8, 2025

Vendor	Location:	20-yard Dumpster Haul Cost:	Estimated Hauls:	Yearly Cost / Location	Total Yearly Cost
Republic Services	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 260.00	184	\$ 47,840.00	\$ 54,080.00
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 260.00	24	\$ 6,240.00	
Waste Eliminator, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 262.50	184	\$ 48,300.00	\$ 56,868.00
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 357.00	24	\$ 8,568.00	
WG Waste, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 286.20	184	\$ 52,660.80	\$ 62,121.60
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 394.20	24	\$ 9,460.80	

Vendor	Location:	20-yard Dumpster Haul:	Fuel Surcharge:	Total:
Republic Services	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 260.00	0.00%	\$ 260.00
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 260.00	0.00%	\$ 260.00
Waste Eliminator, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 250.00	5.00%	\$ 262.50
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 340.00	5.00%	\$ 357.00
WG Waste, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 265.00	8.00%	\$ 286.20
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 365.00	8.00%	\$ 394.20

City of Flowery Branch
BID CERTIFICATION
BID No. 25-008 Dewatered Sludge and Waste Removal

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 90 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

Dump & Return

\$ 260.00 /dumpster

Fuel Surcharge

\$ _____ /trip

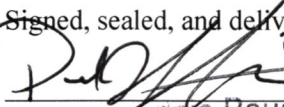
OR

_____ %

(In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:

 Paul Mitchell
Unofficial Witness

Walter Bauer Harrelson

NOTARY PUBLIC

Barrow County, GEORGIA

My Commission Expires 06/17/2025

Notary Public

Commission Expires: 6/17/2025

By: Josh Liggins

(Person authorized to sign binding contract)

Title: Division Sales Manager

Attest: _____
(Officer of Company if Corporation)

Title: _____

Company Name: Republic Services

CITY OF FLOWERY BRANCH

ADDENDUM ACKNOWLEDGEMENT

BID 25-008

DEWATERED SLUDGE AND WASTE REMOVAL

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ NO ADDENDA WERE RECEIVED

COMPANY NAME: Republic Services

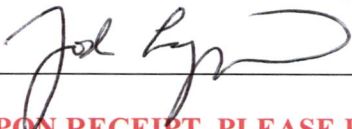
CONTACT PERSON: Josh Loggins

ADDRESS: 51 Patrick Mill Rd SW

CITY: Winder STATE: GA ZIP: 30680

PHONE: FAX: 678-227-4912

EMAIL ADDRESS: jloggins@republicservices.com

SIGNATURE:  DATE: 4-7-2025

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR PROPOSAL.



CONTRACT AGREEMENT

25-008 DEWATERED SLUDGE AND WASTE REMOVAL

This Agreement made and entered into this _____ day of _____, in the year 2025, by and between The City of Flowery Branch, Georgia, having its principal place of business at 5410 Pine St, Flowery Branch, Georgia and **REPUBLIC SERVICES, LLC** ("Contractor") located at 51 Patrick Mill Road SW, Winder, Georgia 30680.

WHEREAS, the City of Flowery Branch is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Flowery Branch; and

WHEREAS, the City of Flowery Branch has caused **BID 25-008** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **BID 25-008**; and

WHEREAS, the Contractor's submittal was deemed by the City of Flowery Branch to be the most responsible and responsive per the scope of work; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Work**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

- EXHIBIT A - SCOPE OF SERVICE**
- EXHIBIT B - COST PROPOSAL**
- EXHIBIT C - W-9**
- EXHIBIT D - CERTIFICATE OF INSURANCE**
- EXHIBIT E - E-VERIFY AFFIDAVIT**
- EXHIBIT F - CONTACT INFORMATION**
- EXHIBIT G - ADDENDUMS**
- EXHIBIT H - CONTRACTOR'S OATH**

2.0 Compensation

2.1 Pricing. The Contractor will be paid for the services sold pursuant to the Contract in accordance with the BID and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **"Exhibit B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$54,080.00**.

2.2 Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to APInvoices@flowerybranchga.org and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

2.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

2.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

3.0 Duration of Contract

Contract Term. The terms of this contract shall be from date of execution by all parties until final acceptance of the of services rendered. Invoices filed every 30 days shall be paid a pro-rated portion of the contract price. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

4.0 Independent Contractor

- 4.1** The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Flowery Branch. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Flowery Branch Representative within ten (10) day after issuance.
- 4.2** Inasmuch as the City of Flowery Branch and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Flowery Branch without the express knowledge and prior written consent of the City.

5.0 Indemnification

- 5.1** The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, Subcontractors, Contractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 5.2** Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

6.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Flowery Branch Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied City of Flowery Branch has the right to cancel this Agreement with no additional obligation to Contractor.

6.1 Final Completion, Acceptance, and Payment

- (a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- (b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- (c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

7.0 Changes

The City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

8.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

9.0 Insurance

9.1 The Contractor shall, at its own cost and expense, obtain and maintain the following minimum insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia.

▪ Workers' Compensation	Statutory Minimum \$100,000/accident
▪ Employers Liability	\$1,000,000
▪ Bodily Injury Liability	\$1,000,000
▪ Except Automobile	\$1,000,000 aggregate
▪ Property Damage Liability	\$1,000,000 each occurrence

▪ Except Automobile	\$1,000,000 each occurrence
▪ Automobile Bodily Injury	\$1,000,000 each person
▪ Liability	\$1,000,000 each occurrence
▪ Automobile Property	
Damage Liability	\$1,000,000 each occurrence
▪ Excess Umbrella Liability	\$2,000,000 each occurrence

9.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

10.0 Termination

10.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (d) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

- (c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

10.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (a) Immediately terminate the Contract without additional written notice; and/or
- (b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

10.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

10.5 Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under

the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

10.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

11.0 Claims and Dispute Resolution

11.1 Claims Procedure.

- (a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (b) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is

sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

- (e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (f) After Contractor has submitted a fully-documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

11.2 Arbitration.

- (a) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- (b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 - (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
 - (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - a. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Hall County.
 - b. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

- c. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Hall County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- d. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

12.0 Confidential Information

12.1 Access to Confidential Data. The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (d) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

12.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or

thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

- 12.3** Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 12.4** Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 12.5** Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

13.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the BID, as amended, and the Contractor's submittal, the language in the former shall govern.

- 13.1** Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

14.1 Federal Requirements.

- (a) Federal Compliance Regulations.

Federal regulations apply to all City of Flowery Branch contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- (1) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

- (2) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded.
- (3) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
- (4) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- (5) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- (6) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

14.2 Georgia Security and Immigration Compliance Act

- (a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.
- (b) The Contractor further certifies that any Subcontractors employed by Contractor for the

performance of this agreement has executed an appropriate Subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each Subcontractor.

- (c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

15.0 Bonding Requirements

15.1 Performance Bond

A performance bond acceptable to the City in the amount of at least the total amount payable by the terms of the contract shall be provided to the City. The City may accept an irrevocable letter of credit instead of a performance bond. The city must approve the form and solvency of the surety prior to the execution of the contract.

15.2 Payment Bond

A payment bond in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract or a cashier's check, certified check, or cash in the amount of at least the total amount payable by the terms of the contract shall be supplied to the City. The city must approve the form and solvency of the surety prior to the execution of the contract.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Flowery Branch's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

- (a) The Contractor has made false certification herein; or
- (b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Flowery Branch all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Flowery Branch pursuant hereto.

21.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

22.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF FLOWERY BRANCH: CONTRACTOR: REPUBLIC SERVICES, LLC

By:_____	By: _____
Title:_____	Title: _____
Name:_____	Name: _____
Date:_____	Date: _____

Attest:

_____	(Seal)
Shelia Cooper, City Clerk	

Approved as to form:

Ted Baggett, City Attorney

EXHIBIT A

TO CONTRACT BETWEEN CITY OF FLOWERY BRANCH AND REPUBLIC SERVICES, LLC FOR DEWATERED SLUDGE AND WASTE REMOVAL

REFERENCE: BID# 25-008

SCOPE OF WORK

The City of Flower Branch Water and Sewer System wishes to obtain contractual services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant. The Contractor shall provide roll-off dumpsters in the quantity and size stated below for the City's Wastewater Plant. The selected Bidder shall provide guaranteed firm pricing for a period of twelve (12) months, from July 1, 2025 to June 30, 2026.

All Materials shall become the property of the successful offeror and shall be removed from the site and disposed of legally in conformance with GA EPD/DNR regulations for sludge and waste disposal. Offeror must abide by the Erosion and Sedimentation Act of Georgia O.C.G.A 12-7-6.

During the term of the contract the Contractor shall be responsible for obtaining, and maintaining good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permit and/or inspections required by the State or others government entity to accomplish the work specified in this solicitation and the contract.

The Bidder shall provide the City with monthly invoices detailing the date and location of pickup along with a manifest indicating weight / amount of material disposed of and location of disposal site. The specifications are provided as a minimal requirement only. The City will consider any product that meets or exceeds the minimum requirements. Bidders shall provide information regarding the proposed product for evaluation by the City.

DEWATERED SLUDGE AND WASTE REMOVAL

I. Roll Off Type

- A. Type of roll off- 20 -yard dumpster with rollers on all four corners to enable moving the roll of on the ground. Three (3) will need to be supplied.
 - i. Approximately 208 loads per year (4 per week) at an average weight of 11.5 tons each. (Liners must be supplied by the vendor)
 - ii. Vendor will be responsible for proper disposal of water treatment sludge and other waste coming from the facility.

II. Pricing

	ITEM	DESCRIPTION	PRICE/UNIT
1.	Dump & Return <i>20 yard can/dumpster</i>	Approx. 11.5 tons per dumpster	\$ _____/dumpster

3.	Fuel Surcharge	Approx. 4 Dump & Returns per week <i>Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia</i> <i>Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia</i>	\$ _____/trip OR _____%
----	-----------------------	--	---

III. Additional Work

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- A. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- B. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- C. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. The contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials, and equipment.

LIST OF LOCATIONS

Location	Address:	Schedule:
Wastewater Treatment Plant	5572 Atlanta Hwy, Flowery Branch, GA 30542	Monday – Friday

All services, unless otherwise approved, must be conducted during business hours on scheduled set days.

END EXHIBIT A.

EXHIBIT B

**TO CONTRACT
BETWEEN CITY OF FLOWERY BRANCH AND
REPUBLIC SERVICES, LLC
FOR DEWATERED SLUDGE AND WASTE REMOVAL**

REFERENCE: BID# 25-008
COST PROPOSAL AND SCHEDULE

**City of Flowery Branch
BID CERTIFICATION
BID No. 25-008 Dewatered Sludge and Waste Removal**

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 90 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

Dump & Return

\$ 260.00 /dumpster

Fuel Surcharge

\$ _____ /trip

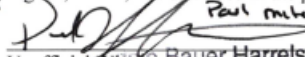
OR

_____ %

(In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:


Unofficial Witness: Paul Mitchell
Wesley Bauer Harrelson
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 06/17/2025

Notary Public
Commission Expires: 06/17/2025

By: Josh Loggins
(Person authorized to sign binding contract)

Title: Division Sales Manager

Attest: _____
(Officer of Company if Corporation)

Title: _____

Company Name: Republic Services

BID No. 25-008 Dewatered Sludge and Waste Removal Page 11

END EXHIBIT B.



EXHIBIT C – W9

EXHIBIT D - CERTIFICATE OF INSURANCE

EXHIBIT E

Contractor Affidavit under O.C.G.A. §13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

City of Flowery Branch
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

_____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT F

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Doing Business As (DBA): _____

Federal Employee ID Number (FEIN): _____ - _____ - _____

Address:

Mailing Address (if different)

Contractor Information:

Primary Contact Person: _____

Title: _____

Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____

Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration (i.e. Document Processing) (Choose One)

☐ Primary Contact ☐ Secondary Contact

Signature: _____ Date: _____

EXHIBIT G

CITY OF FLOWERY BRANCH

ADDENDUM ACKNOWLEDGEMENT

BID 25-008

DEWATERED SLUDGE AND WASTE REMOVAL

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ NO ADDENDA WERE RECEIVED

COMPANY NAME: Republic Services

CONTACT PERSON: Josn Loggins

ADDRESS: 51 Patrick Mill Rd SW

CITY: Winder STATE: GA ZIP: 30680

PHONE: FAX: 678-227-4912

EMAIL ADDRESS: jloggins@republicservices.com

SIGNATURE:  DATE: 4-7-2025

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR PROPOSAL.

EXHIBIT H
CONTRACTOR'S OATH

COMES NOW, _____ (“Contractor”),
[*name of Contractor*]

appearing by and through _____,
[*name of individual with authority to bind Contractor*]

its _____ (“Individual And Representative Affiant”), and
[*title*]

[*insert the names of all those required to give the oath*]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated

Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.
3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20____.

By: _____, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: _____ Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this

_____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Adopting Resolution 25-004 - Safe Streets for All Action Plan - A Resolution of the City of Flowery Branch, GA to Approve and Adopt a Goal to Work Towards Zero Traffic-Related Deaths and Serious Injuries by 2050.

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

Hall County, Gainesville, Oakwood and Flowery Branch are working together to end fatalities and serious injury on Hall County roadways by developing a Safe Streets for All (SS4A) Safety Action Plan.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

The Hall County Safety Action Plan is a result of the \$240,000 SS4A award received in 2023, and was made possible through a collaborative effort between Hall County; the Cities of Oakwood, Flowery Branch, and Gainesville; and the Hall County Safety Steering Committee, led by members of the Gainesville-Hall Metropolitan Planning Organization (GHMPO). This plan will guide the County's approach to road safety, to maximize the number of lives saved.

Pursuant to Resolution 24-004, the City of Flowery Branch has the opportunity to commit to a goal of zero crashes and fatalities in Flowery Branch by 2025. Per GHMPO:

1. In order for you to now apply for SS4A implementation funding, your jurisdiction **MUST** adopt the Safety Action Plan via resolution, which states that you are committing to a goal of zero crashes and fatalities in your jurisdiction by 2050. Please note that even though this language is required, it is just a goal – there is no penalty if we do not meet those reduction targets, but it does signal to FHWA the commitment to making our streets safer at a local level. The plan should be finalized by the end of April, so please schedule the adoption of this document by your board sometime in May or early June.
2. The next round of applications for SS4A Implementation Funds is open and the applications are due by Thursday, June 26, 2025. You need to have the Safety Action Plan adopted before you can apply.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Adopt Resolution 25-004

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Resolution 24-004 SS4A Safety Action Plan.pdf](#)
- [Flowery Branch Resolution - SS4A Safety Action Plan.pdf](#)
- [2025-4-24-final-hall-safety-action-plan.pdf](#)
- [2025-4-24-final-hall-safety-action-plan-appendices.pdf](#)



Memorandum

To: City of Flowery Branch, Mayor, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: May 15, 2025

Subject: Executive Summary of Resolution 24-004

Hall County, Gainesville, Oakwood and Flowery Branch are working together to end fatalities and serious injury on Hall County roadways by developing a Safe Streets for All (SS4A) Safety Action Plan.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

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- safer at a local level. The plan should be finalized by the end of April, so please schedule the adoption of this document by your board sometime in May or early June.
2. The next round of applications for **SS4A Implementation Funds** is open and the applications are due by **Thursday, June 26, 2025**. You need to have the Safety Action Plan adopted before you can apply.

Flowery Branch, GEORGIA

RESOLUTION 25-004 – Safe Streets for All Action Plan.

A RESOLUTION OF THE CITY OF FLOWERY BRANCH, GA TO APPROVE AND ADOPT A GOAL TO WORK TOWARDS ZERO TRAFFIC-RELATED DEATHS AND SERIOUS INJURIES BY 2050

WHEREAS between 2018 and 2022, Hall County, Georgia has lost 130 people and witnessed another 625 people experience a serious or life-threatening injury due to traffic collisions; and

WHEREAS crashes that result in death or serious injury are not inevitable, but largely preventable, and the City of Flowery Branch, GA acknowledges that the only acceptable goal is to eliminate traffic-related deaths and serious injuries; and

WHEREAS creating safe, user-friendly streets will encourage active transportation, improving population health, air quality, access to healthy foods, and overall public well-being; and

WHEREAS the Hall County Safety Action Plan will present the City of Flowery Branch GA commitment and recommended strategies to eliminating traffic-related deaths and serious injuries; and

WHEREAS the Hall County Safety Action Plan will highlight needs for historically disadvantaged communities and the most vulnerable users of the transportation system;

NOW, THEREFORE LET IT BE RESOLVED, that the City of Flowery Branch, GA do hereby approve and adopt the following:

1. The City of Flowery Branch, GA hereby establishes a goal of zero traffic-related deaths and serious injuries by the year 2050, and
2. The City of Flowery Branch, GA is dedicated to measuring the progress of this goal and will provide quantitative metrics that are reported with future updates to the Safety Action Plan.

Approved this 15th day of May, 2025.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Hall County Safety Action Plan

ADOPTED MAY 2025

HALL COUNTY, GEORGIA



Acknowledgments

Hall County in partnership with the Gainesville–Hall Metropolitan Planning Organization (GHMPO) and the Cities of Flowery Branch, Gainesville, and Oakwood, commissioned the Hall County Safety Action Plan. The project partners thank the residents of Hall County for their contributions of time and expertise through the plan's public involvement process.

HALL COUNTY

Brent Cook, County Engineer

Jorge Gomez, Assistant County Engineer,
Engineering Division

Frank Miller, County Engineer, Engineering
Division

Scott Puckett, Traffic Engineer, Engineering
Division

GHMPO

Joseph Boyd, Director, Transportation Planning

Michael Haire, Manager, Transportation
Planning

CITY OF OAKWOOD

Dan Schultz, Director, Community
Development

Jason Spencer, Director, Public Works

CITY OF GAINESVILLE

Matt Tarver, Deputy Director, Engineering and
Transportation

Corey Jones, Civil Engineer, Public Works

CITY OF FLOWERY BRANCH

Add Chris McCrary, Director of Planning and
Community Development

Tonya Parrish, City Manager

Anna Peng, City Planner

Bill Whidden, Director, Public Works and Utilities

CITY OF CLERMONT

James Nix, Mayor

CITY OF GILLSVILLE

Wade Dale, Mayor

CITY OF BRASELTON

Jennifer Scott, Town Manager

Sandy Weinel, Director, Public Works

CITY OF BUFORD

Dan Branch, Director, Public Safety

CITY OF LULA

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GDOT DISTRICT 1

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Engineer

Justin Lott, District Engineer

FHWA – GEORGIA DIVISION

Jared Lombard, Community Planner, Planning

HALL AREA TRANSIT

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Services

HALL COUNTY SCHOOLS

Clay Hobbs, Director, Transportation

Matt Cox, Executive Director, Facilities and
Construction

GAINESVILLE CITY SCHOOLS

Jeremy Williams, Superintendent

Joy Griffin, Director, Marketing,
Communications and Public Relations

CITY POLICE DEPARTMENTS

Chris Hulsey, Chief of Police, Flowery Branch

Tim Hatch, Chief of Police, Oakwood

Jay Parrish, Chief of Police, Gainesville

HALL COUNTY SHERIFF'S OFFICE

Gerald Couch, Sheriff

HALL COUNTY FIRE DEPARTMENT

Jerry Smith, Fire Chief

Brenda Brady, Administrative Secretary

HISPANIC ALLIANCE

Vanesa Sarazua, Founder and CEO

GREATER HALL CHAMBER OF COMMERCE

Anna Hester, Executive Director, Vision 2030



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01

Safe Streets and Roads for All

Thompson Memorial Bridge, Thompson Bridge Road,
Gainesville, GA

Why Do We Need Safer Streets?

Local partners are working together to end fatalities and serious injury on Hall County's roadways.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

This Hall County Safety Action Plan is a result of the \$240,000 SS4A award received in 2023, and was made possible through a collaborative effort between Hall County; the Cities of Oakwood, Flowery Branch, and Gainesville; and the Hall County Safety Steering Committee, led by members of the Gainesville-Hall Metropolitan Planning Organization (GHMPO). This plan will guide the County's approach to road safety, to maximize the number of lives saved.

Over the last 10 years, safety has shifted from the traditional 3Es of Education, Engineering, and Enforcement to the FHWA's Safe System Approach and Vision Zero core principles. This Safety Action Plan uses the FHWA Safe System Approach to address fatal and severe injuries on Hall County roadways.



Pedestrian walks along road without sidewalks in Hall County, GA



Motorcyclist turning onto Athens Hwy, in unincorporated Hall County, GA

Safe System Approach

The Safe System Approach acknowledges that humans make mistakes, that deaths on the roadway are unacceptable, and that transportation facilities should be designed to limit mistakes and protect people from dangerous crashes. The five elements of the Safe System Approach can be seen in Figure 1.

The Hall County Safety Action Plan and associated strategies and action items are guided by the FHWA Safe System Approach principles:

- **Safer Road Users:** Encourage safe, responsible driving and behavior by people who use our roads and create conditions that prioritize their ability to reach their destination unharmed. Safer behavior among individuals can be promoted through targeted safety education campaigns and training, as well as targeted enforcement initiatives.
- **Safer Roads:** Design roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safe travel by the most vulnerable users. The strategies involve prioritizing safety treatments along the high injury network (HIN), coordinating rural safety improvements, and enhancing safety for vulnerable road users.

- **Safer Vehicles:** Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes on both occupants and non-occupants. Under this category, the focus is on incorporating safety technology into County-owned vehicles.
- **Safer Speeds:** Promote safer speeds in all roadway environments through a combination of thoughtful, equitable, context-appropriate roadway design, appropriate speed-limit setting, and enforcement. Actions include identifying and implementing target speeds along HIN corridors and expanding the use of safety cameras in school zones during school hours.

- **Post-Crash Care:** To reduce the frequency and severity of future crashes, it is important to prioritize the use of crash data to identify and address risks proactively. The strategies involve the creation of a multidisciplinary team to identify potential engineering improvements to prevent tragedies from occurring.

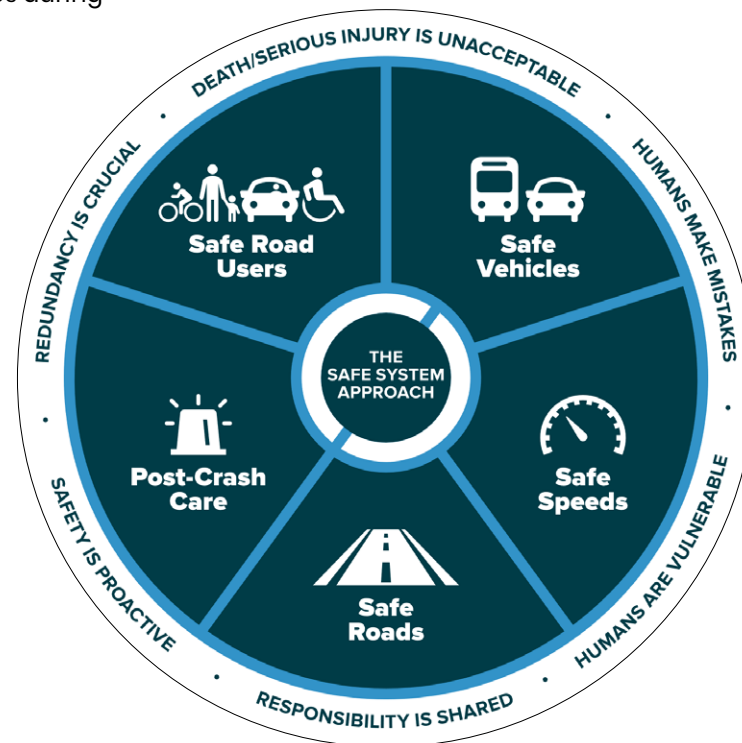


Figure 1 • The Safe System Approach. Source: FHWA

Leadership and Commitment

In 2025, GHMPO committed to eliminating deaths and serious injuries on local, county, and non-interstate state roads by 2050 by adopting a Safe System Approach. Strengthening partnerships and working together will be crucial to achieving the common objective of increasing road user safety. For years, GHMPO, Hall County, and various municipalities have worked toward improving roadway safety through specific efforts, plans and policies, data collection, and analyzing safety data.

Table 1 • Milestones Toward a Safer Transportation Network

YEAR	MILESTONE
2014	Bicycle and Pedestrian Plan Update. The plan focused on the development of shared-use trails as off-road facilities for cyclists and pedestrians.
2017	Sidewalk Inventory Report. The report identified areas for improvement and increased connectivity.
2017	Complete Streets Policy adopted to incorporate Complete Streets improvements at every stage of roadway life (planning, funding, design, construction, operations, and maintenance).
2018	Safety, Bridge and Pavement, and Transit Asset Management performance targets established. Implemented in 2018, and renewed and updated periodically.
2020	Regional Transportation Plan. The plan determined safety objectives to reduce crashes on the region's transportation system.
2025	2025 Bicycle and Pedestrian Plan Update to be adopted in May of 2025.
2025	Hall County finalizes Safety Action Plan.

Call to Action:

In 2025, GHMPO endorsed a Vision Zero goal to eliminate traffic deaths and serious injuries by 2050 on the region's street network.

Through the development of this Safety Action Plan, we identified a roadmap to implementation of strategies, policies, actions, and projects to address safety issues impacting our community. This plan will assist in coordinating resources among agencies, organizations, and individuals of our community.

Steering Committee

The Safety Action Plan was supported by the Hall County Safety Steering Committee. The committee was made up of representatives from across the county (see Table 1), including GHMPO, municipalities, and different County departments, to ensure that the plan was realistic and that responsibility for implementation would be shared among the different agencies. The steering committee met three times during the plan's development process, to gain an understanding of the county's crash profiles, provide expert local input on findings, and collaborate with the project team to develop relevant, practical strategies.

Members of the steering committee shared responsibilities, such as reviewing planning components, participating in interviews, attending and participating in stakeholder meetings, providing expert input and connections to other important stakeholders as needed, and collaborating with Hall County staff and the consultant project team in the development of the Hall County Safety Action Plan.

AFFILIATION	NAME
Hall County	Brent Cook, County Engineer Jorge Gomez, Assistant County Engineer, Engineering Division Frank Miller, County Engineer, Engineering Division Scott Puckett, Traffic Engineer, Engineering Division
GHMPO	Joseph Boyd, Director, Transportation Planning Michael Haire, Manager, Transportation Planning
City of Oakwood	Dan Schultz, Director, Community Development Jason Spencer, Director, Public Works
City of Gainesville	Matt Tarver, Deputy Director, Engineering and Transportation Corey Jones, Civil Engineer, Public Works
City of Flowery Branch	Chris McCrary, Director of Planning and Community Development Tonya Parrish, City Manager Anna Peng, City Planner Bill Whidden, Director, Public Works and Utilities
City of Clermont	contact@clermontga.com
City of Gillsville	Wade Dale, Mayor
City of Braselton	Jennifer Scott, Town Manager Sandy Weinel, Director, Public Works
City of Buford	Dan Branch, Director, Public Safety
City of Lula	Dennis Bergin, City Manager

AFFILIATION	NAME
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FHWA – Georgia Division	Jared Lombard, Community Planner, Planning
Hall Area Transit	Phillippa Lewis Moss, Director, Community Services
Hall County Schools	Clay Hobbs, Director, Transportation Matt Cox, Executive Director, Facilities and Construction
Gainesville City Schools	Jeremy Williams, Superintendent Joy Griffin, Director, Marketing, Communications and Public Relations
City Police Departments	Chris Hulse, Chief of Police, Flowery Branch Tim Hatch, Chief of Police, Oakwood Jay Parrish, Chief of Police, Gainesville
Hall County Sheriff's Office	Gerald Couch, Sheriff
Hall County Fire Department	Jerry Smith, Fire Chief Brenda Brady, Administrative Secretary
Hispanic Alliance	Vanesa Sarazua, Founder and CEO
Greater Hall Chamber of Commerce	Anna Hester, Executive Director, Vision 2030

02

Safety Analysis



White Sulphur Road,
Gainesville, GA

Where Are the Most Unsafe Streets?

Some streets are more dangerous than others. By determining which streets have the highest concentrations of crash-related injuries or deaths, Hall County can focus improvements where they will save the most lives.

What Is a High Injury Network?

Official Safety Action Plan guidance released by the Federal Highway Administration (FHWA) cites eight specific components of successful plans, including a full safety analysis. As part of that, a “geospatial identification of higher-risk locations (a high injury network or equivalent)” is needed. Simply put, a high injury network (HIN) represents the portions of the roadway network where there is a high frequency of severe crashes. Identifying HINs can help target safety improvements and guide investments. For Hall County, the HINs were developed using crash data for all roads excluding I-985.

Hall County’s HINs

For the purposes of Hall County’s Safety Action Plan, the project team developed four separate HINs using data from 2018 through 2022—one HIN for bicyclists and pedestrians; one for motorcyclists; and one for all modes of travel. Identifying HINs by mode of travel allows Hall County to identify issues that may present specific risks to certain groups of travelers or types of crashes. The team also developed a high injury intersection network (HIIN), focused on intersections that have the largest concentration of fatal or serious injury crashes. This HIIN can help the County address a range of safety issues specific to intersection design and configuration.

Crash Weighting and Multipliers

To focus on the most severe crashes and most vulnerable road users, numerical scores were assigned to crashes to account for severity, number of victims, and demographics. Using relevant case studies and learned experience, weights were determined that balanced emphasizing fatal and severe injury crashes, without diminishing the risks still posed by minor injury crashes. Each crash was assigned a severity score based on three factors:

Severity: fatal crashes were given a value of 25, serious injury crashes were given a value of 10, and minor injury crashes were given a value of 1.

Number of Victims: crashes involving two or more severe injuries or fatalities had their values multiplied by 1.5.

Equity: crashes that occurred within areas identified as equity emphasis areas were multiplied by 2.0 for each of three factors (for a potential final multiplier of 8.0 if all three are met).

Equity emphasis areas, see Figure 2, were identified using Justice40 metrics and census data. A total of 11 census tracts were identified as equity emphasis areas (see Chapter 2 for details).

The final aggregated and weighted severity score is calculated as follows:

(weighted severity score) x (victim multiplier) x (transportation equity multiplier) x (linguistic equity multiplier) x (income equity multiplier) = (final severity score)

The crash severity scores were then linked to road segments. Major corridors were divided as closely into 500-foot segments as possible to normalize scores for roadway length.¹ Crashes that occurred within 30 feet of each segment's centerline were spatially joined to the road segment and aggregated to the severity portion's total severity score. The final severity score was then calculated for each segment.

¹ The project team undertook an intense "network smoothing" effort to eliminate short gaps and spurs in roadways that might skew final scoring efforts; this involved removing and merging of roadway segments less than 500 feet in length with other roadway segments to increase overall length.



33,697

The project team analyzed 33,697 crashes that occurred between January 1, 2018 and December 31, 2022 (excluding along I-985).



130

During that period, 130 people lost their lives in crashes along Hall County roadways.



625

Another 625 individuals suffered serious injuries from 495 separate crashes within Hall County.

Motorcycle High Injury Network

During the analysis period, 471 crashes involved motorcycles, representing 1.40% of all non-interstate crashes. However, 99 of these resulted in fatal and severe injury crashes, representing 16.02% of all fatal and severe injury crashes in Hall County. Motorcycle crashes disproportionately result in serious injuries and fatalities, compared to crashes overall—an indication that motorcycle crashes tend to be more dangerous. Having a motorcycle HIN (MHIN) will allow Hall County to tailor potential policy and design solutions specifically to reduce risks for motorcyclists (see Map 1). See page 16 for a full overview of Hall County's MHIN.

Bicycle/Pedestrian High Injury Network

More than 200 crashes involved pedestrians or bicyclists within Hall County between 2018 and 2022—making up just 0.61% of all crashes. However, bicycle and pedestrian crashes make up 8.9% (55 crashes) of all fatal and severe injury crashes. Crashes that involve these vulnerable users are significantly more likely to result in serious or fatal injuries. In total, eight crashes involved cyclists, and 47 crashes involved pedestrians between 2018 and 2022. A bicycle/pedestrian HIN (BPHIN) can help Hall County target bicycle- and pedestrian-appropriate safety improvements where they are most needed. See page 18 for a full overview of Hall County's BPHIN.

All-Modes High Injury Network

In addition to the mode-specific HINs, the team also analyzed all crashes, regardless of vehicle type or mode of travel. An all-modes HIN (AMHIN) helps pinpoint where fatal and severe injury crashes are more likely to occur, regardless of who is driving, or what vehicle is involved. Of the 33,697 total crashes that occurred within Hall County during the study period, 618 crashes (2.18%) resulted in serious or fatal injuries, seriously injuring or killing 755 individuals. See page 20 for a discussion of the AMHIN.

High Injury Intersection Network

Intersections are frequently the site of a range of serious injury and fatal crashes, due in part to the number of potential conflict points between vehicles, pedestrians, and bicyclists. Hall County's HIIN was developed in a similar manner to the HINs for roadway corridors. Using the same crash severity scores, the HIIN comprises all crashes within 300 feet of intersections that involve at least one collector roadway (or road with equal or higher functional classification). See page 22 for further discussion of the HIIN.

For additional information on the High Injury Network Methodology, see Appendix A.





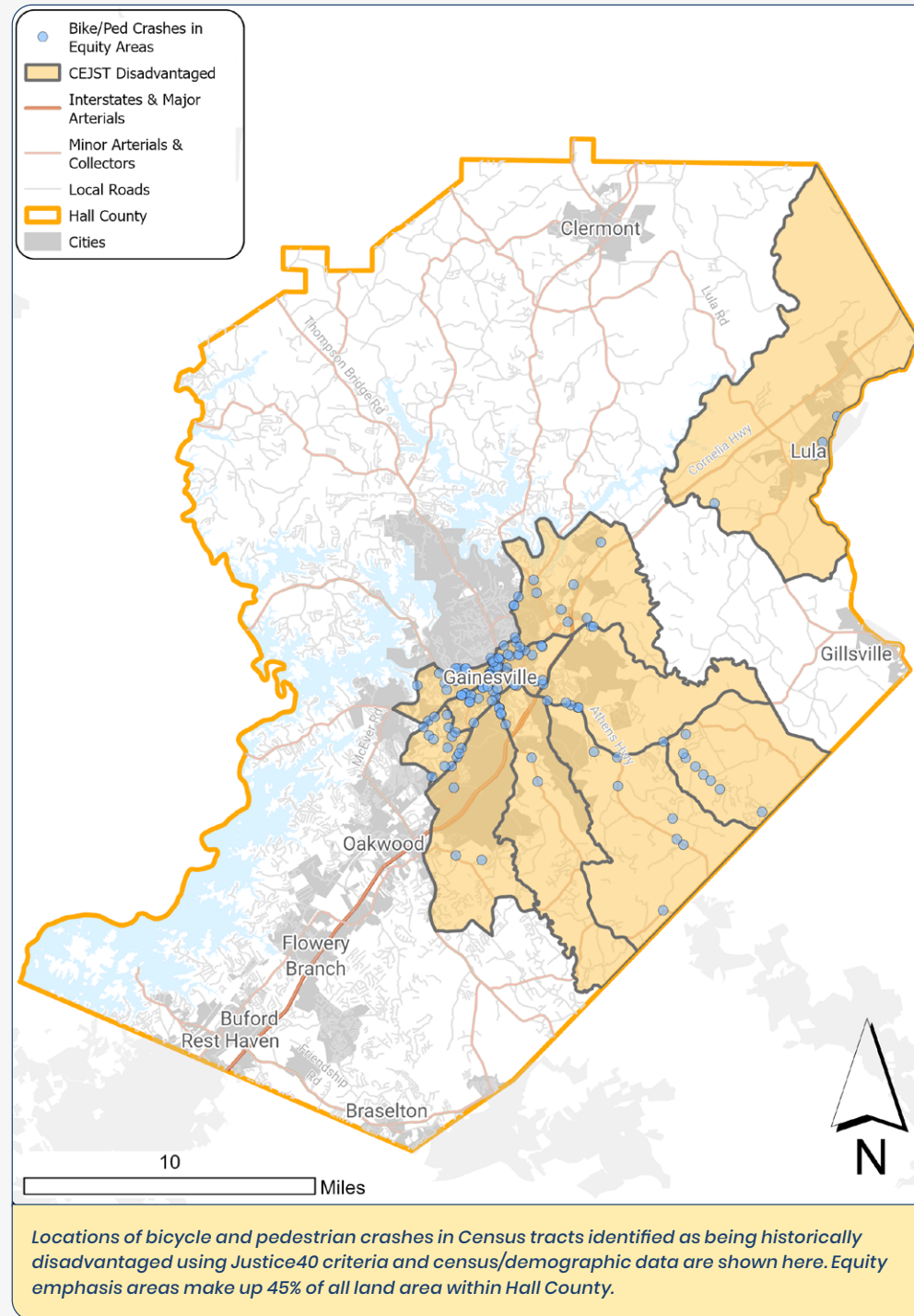
Equity Emphasis Areas

Equity considerations are required for any plan funded through the Safe Streets and Roads for All (SS4A) program. Furthermore, the US Department of Transportation (USDOT) has identified equity as a department-wide strategic goal, and to that end, provides resources and guidance to help communities identify historically disadvantaged, underserved, and overburdened populations. A variety of socioeconomic and demographic characteristics are considered as part of these analyses, including statistics related to income, race/ethnicity, educational attainment, health, housing, transportation, and others.

Using the federal government's Justice40 initiative as a guide, 11 census tracts within Hall County were determined to have significant populations of "disadvantaged" people and households, as shown in Figure 2. The areas identified as disadvantaged are roughly in the central and southeastern portions of the county, with an additional tract in the northeast around the city of Lula. Characteristics of these areas include lower-income households, lower high school graduation rates, greater barriers to transportation, higher instances of heart disease, and closer proximity to contaminated sites requiring monitoring by the US Environmental Protection Agency.

These areas represent about 45% of the land area of Hall County and are also the site of roughly 48% of all crashes in Hall County (excluding those on I-985) between 2018 and 2022. A comparison of crashes within disadvantaged areas to totals in Hall County overall reveals that pedestrian-related crashes are far more likely in disadvantaged areas: 64% of all pedestrian crashes in the county occurred in disadvantaged census tracts (107 out of 167 crashes). On the whole, serious injury and fatal crashes in disadvantaged areas are on par proportionately to the total in Hall County: 292 in equity emphasis areas compared to 618 total, or roughly 47%.

For additional information on the Equity Analysis Methodology and Results, see Appendix A.

Figure 2 • Equity Emphasis Areas

Motorcycle High Injury Network

Because they are relatively unprotected compared to drivers or passengers of other types of vehicles (e.g., sedans and pickup trucks), motorcyclists can be considered vulnerable roadway users—similar to pedestrians and bicyclists. In addition to the lack of physical protection, factors such as speed, turning movements, and visibility may also be correlated with motorcycle crashes.

During the study period (2018 to 2022), 471 motorcycle-related crashes occurred on non-interstate roads within Hall County. A breakdown of those crashes by severity can be seen below. The MHIN includes 100% of all fatal, serious injury, and visible/minor injury motorcycle crashes. These tend to be concentrated along roads with higher speeds in the central and southern parts of the county, and in Gainesville, as shown in Map 1. Key corridors include:

- ➔ Cornelia Highway
- ➔ Nopone Road
- ➔ Holiday Road/Friendship Road

Figure 3 • Motorcycle Crashes by Severity

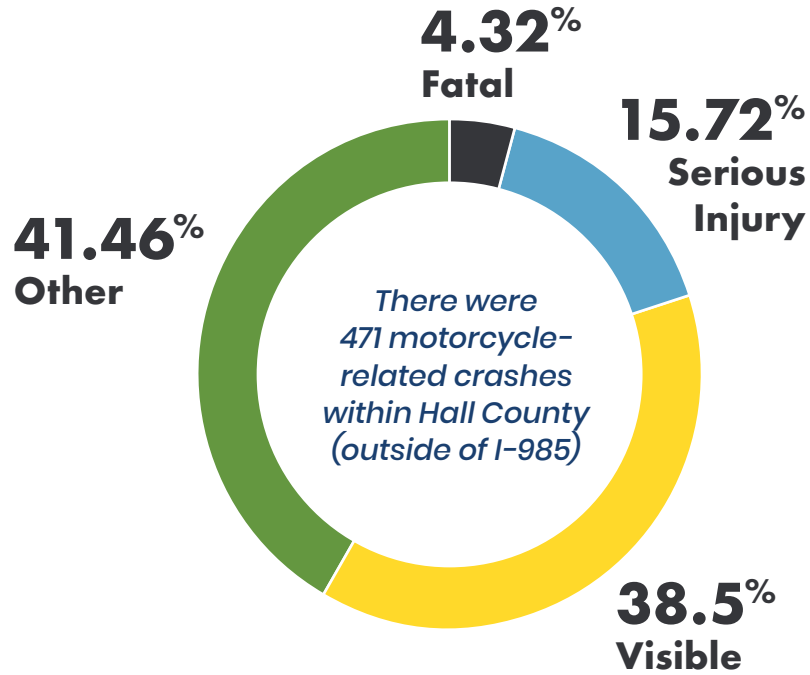


Table 2 • Motorcycle Crashes by Year & Severity

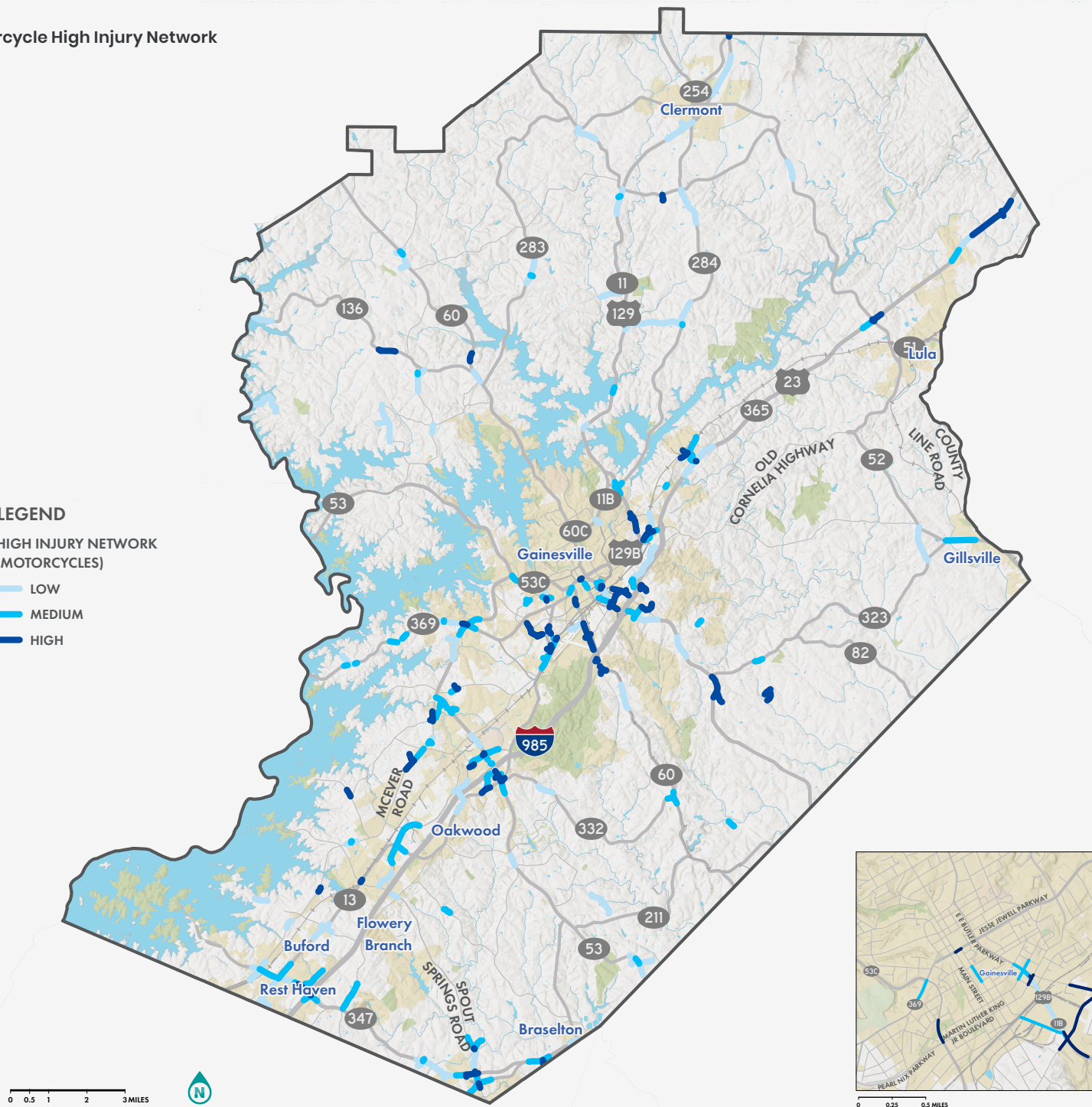
YEAR	FATAL	SERIOUS INJURY	OTHER	TOTAL
2018	5	10	71	86
2019	1	11	76	88
2020	2	23	64	89
2021	4	15	78	97
2022	9	19	83	111

Map 1 • Motorcycle High Injury Network

LEGEND

HIGH INJURY NETWORK
(MOTORCYCLES)

- LOW
- MEDIUM
- HIGH



Bicycle/Pedestrian High Injury Network

Perhaps even more vulnerable than motorcyclists, both bicyclists and pedestrians are at higher risk of crashes and traffic violence. Like motorcyclists, they are also considered vulnerable road users. In total, 206 crashes involved either a pedestrian or a bicyclist. Of these, 54 (26%) resulted in fatal or serious injuries. The BPHIN includes 100% of all fatal injury, serious injury, and visible/minor injury bicycle/pedestrian crashes. This includes:

- 19 fatal crashes
- 35 serious injury crashes
- 59 visible injury crashes

Most crashes involving pedestrians within Hall County between 2018 and 2022 were located closer to historic city centers with diverse land uses and active commercial activity. In fact, a majority of the BPHIN within Hall County is located within incorporated areas of the county, such as Gainesville, as well as other cities (see Map 2). Key corridors within the BPHIN include:

- US 129/Athens Highway
- Holly Springs Road
- Lula Road

While the majority of pedestrian- and bicyclist-related crashes occurred near intersections, there were also a significant number of pedestrian/bicyclist crashes away from intersections on corridors that lack sidewalks. In total, during the analysis period, 21 fatal and severe injury crashes, involving pedestrians or bicyclists occurred on corridors that did not have sidewalks present, representing roughly 38% of all severe bicycle/pedestrian crashes. This includes seven fatal injury crashes (all involved pedestrians), and 14 serious injury crashes (four bicyclist crashes and 10 pedestrian crashes). Crashes fitting this profile pose a significant risk for bicyclists and pedestrians, indicating a need to systematically address the lack of sidewalk along corridors throughout the county.



21

Twenty-one serious and fatal injury crashes involving pedestrians or bicyclists occurred along rural corridors with no sidewalks present.



17

Seventeen of these crashes (81% of the 21 total along rural corridors with no sidewalks) took place along collectors and arterials.



40%

Of the 21 severe and fatal injury crashes where no sidewalks were present, 40% involved crashes with a sports utility vehicle.



10%

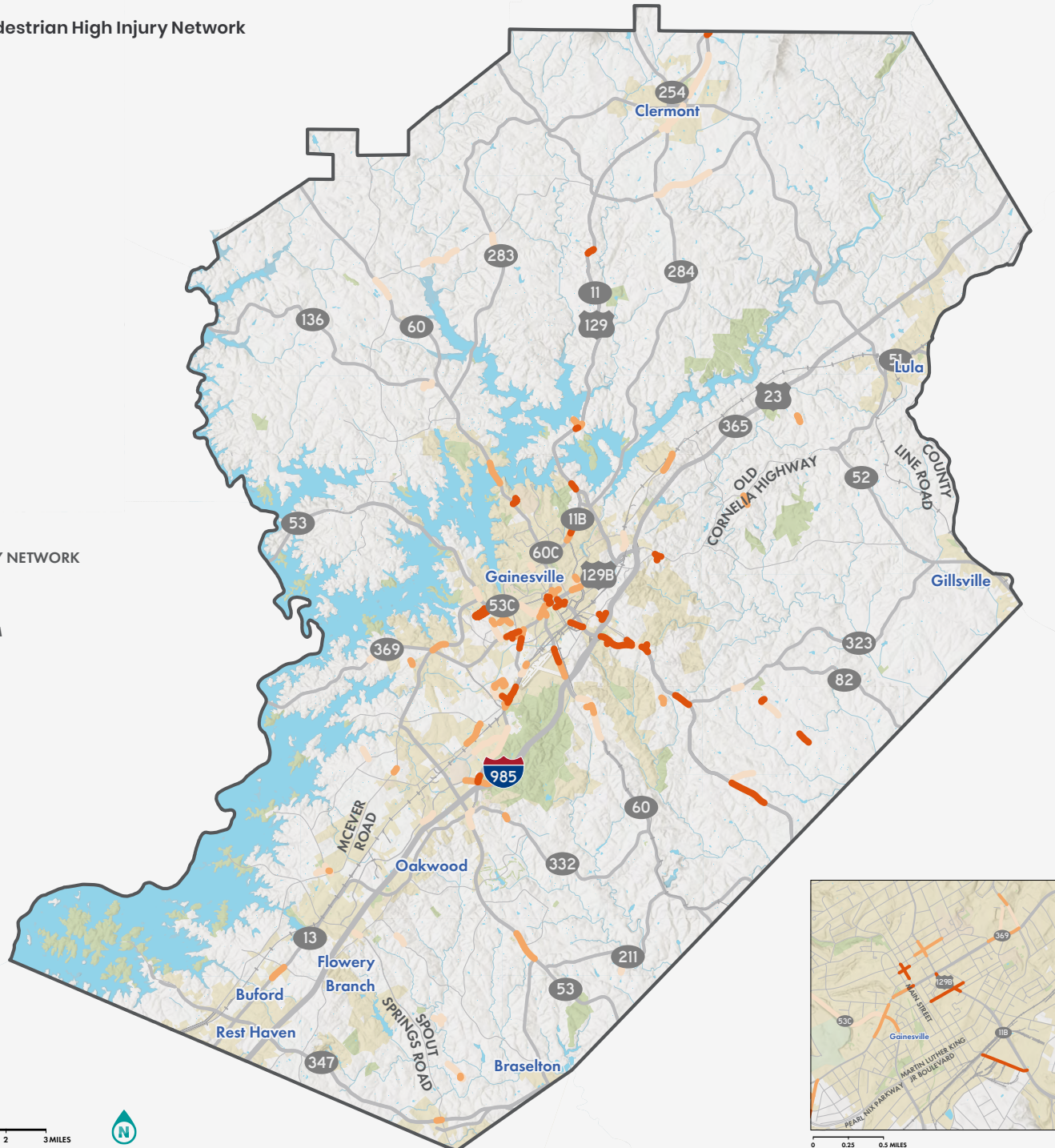
Only 10% of all the crashes involving bicyclists or pedestrians also involved a passenger car (most severe outcomes came from larger vehicles).

Map 2 • Bicycle and Pedestrian High Injury Network

LEGEND

HIGH INJURY NETWORK
(BIKE/PED)

LOW
MEDIUM
HIGH



Safety Emphasis Areas

Safety emphasis areas are used to identify priorities for safety improvement, based on observed trends in disproportionate or high rates of severe crashes in select categories. In 2022, the update to Georgia's Strategic Highway Safety Plan identified 10 emphasis areas that represent "the top contributing factors of crashes, serious injuries, and fatalities in Georgia":

1. Intersections

2. Roadway Departures

3. Pedestrians

4. Bicycles

5. Older Driver Related (65+)

6. Motorcycles

7. Impairment Related

8. Young Driver Related

9. Aggressive Driving Related

10. Distracted Driving Related

Of the 10 statewide emphasis areas, **four** (shown in bold above) are reflected directly in Hall County's HINs, while others helped guide development of crash profiles.

All-Modes High Injury Network

The AMHIN includes crashes among all modes of travel. As with most communities, the roadways that carry the most traffic and have higher speeds tend to be sites of higher numbers of severe crashes. As mentioned previously, this analysis excludes crashes along I-985 to focus on roads that Hall County can more readily address.

Map 3 shows the AMHIN. As shown, when all modes of travel are considered, the roadways with the greatest likelihood of crashes that result in serious or fatal injuries tend to be the ones that carry high volumes of vehicles at higher speeds. Roads in this network are concentrated in Gainesville, in smaller population centers, and along key corridors, such as Thompson Bridge Road, US 129/ Cleveland Highway, and Cornelia Highway.

The AMHIN encompasses the vast majority of all fatal, serious injury, and visible/minor injury crashes:

- ➔ 122 fatal crashes (99%)
- ➔ 471 serious injury crashes (95%)
- ➔ 1,999 suspected injury crashes (76%)

A number of trends emerged during the

analysis, confirming that Hall County shares several of the same safety emphasis areas identified within both the Georgia Strategic Highway Safety Plan and in the Atlanta Regional Commission's Regional Safety Strategy—see the sidebar at left. In addition, several design and behavioral characteristics appear to be strongly correlated with severe crashes in Hall County. For example, the following categories stood out as significant when analyzing severe crashes:

- ➔ Lack of sidewalks
- ➔ Unlit/non-daylight corridors
- ➔ Speed-related crashes in rural areas
- ➔ Speed-related crashes on collectors and arterials
- ➔ Intersection-related crashes along high-speed corridors

A more thorough breakdown of the emphasis areas and data trends identified as part of the crash profile development process can be found on page 24.

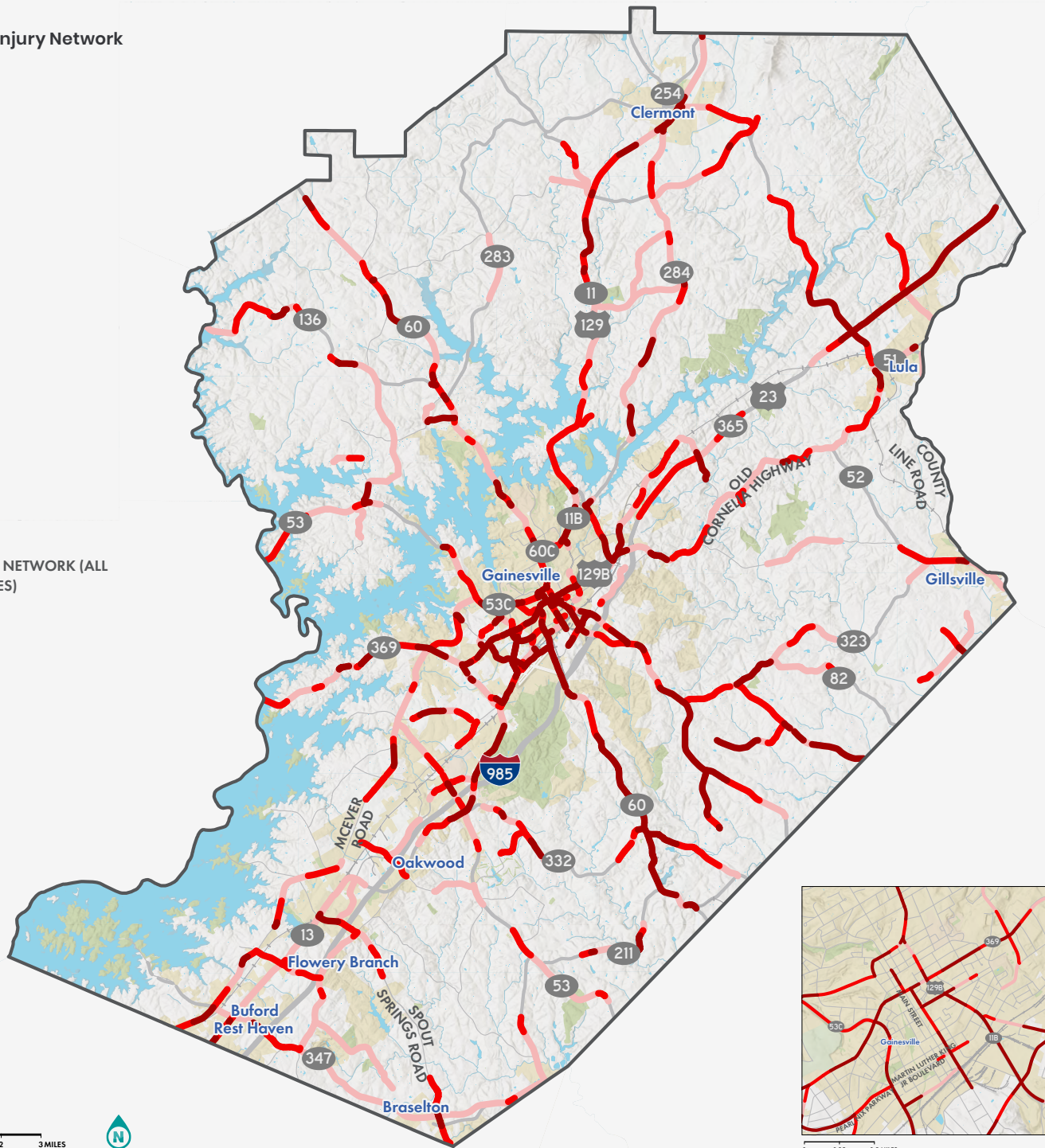
Map 3 • All Modes High Injury Network

LEGEND

HIGH INJURY NETWORK (ALL TRAVEL MODES)

- LOW
- MEDIUM
- HIGH

0 0.5 1 2 3 MILES



Most Dangerous Intersections

All intersections analyzed were scored following the collision scoring and weighting described on page 12. The following represent the top 10—those intersections that experience the most severe crashes in Hall County (not just the highest number of crashes):

1. Atlanta Hwy. at Thurmon Tanner Pkwy.
2. Athens Hwy. at Highlands Village Rd.
3. Athens Hwy. at Smallwood Rd.
4. Cornelia Hwy. at Athens St.
5. Candler Rd. at Lee Land Rd.
6. Atlanta Hwy. at Valley Green Dr.
7. Cornelia Hwy. at Lula Rd.
8. Candler Rd. at Silverwood Dr.
9. EE Butler Pkwy. at MLK Jr. Dr.
10. Candler Rd. at Construction Dr.

There are several “repeat offender” corridors on the list of the top 10 most dangerous intersections that may signal larger corridor-wide systemic safety issues as well as specific intersection concerns.

High Injury Intersection Network

The HIIN includes 310 signalized and unsignalized intersections throughout Hall County. Crashes that occurred within 300 feet of intersections were analyzed for the purposes of creating the HIIN. Taken together, those 310 intersections were the site of roughly 50% of all fatal, serious injury, and visible/minor injury crashes between 2018 and 2022. In total, the HIIN encompasses:

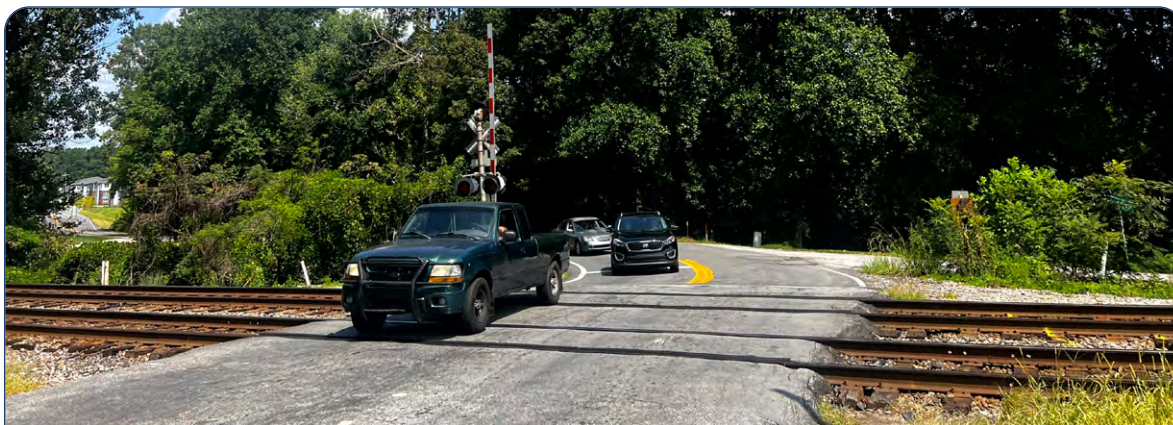
- ➔ 31 (42%) of fatal injury intersection crashes (73 total)
- ➔ 175 (54%) serious injury intersection crashes (324 total)
- ➔ 829 (46%) visible injury intersection crashes (1,767 total)

As shown in Map 4 intersections prone to fatal and severe crashes tend to be located along

high-traffic and higher-speed corridors or within more densely populated areas, such as Gainesville. In particular, key corridors include:

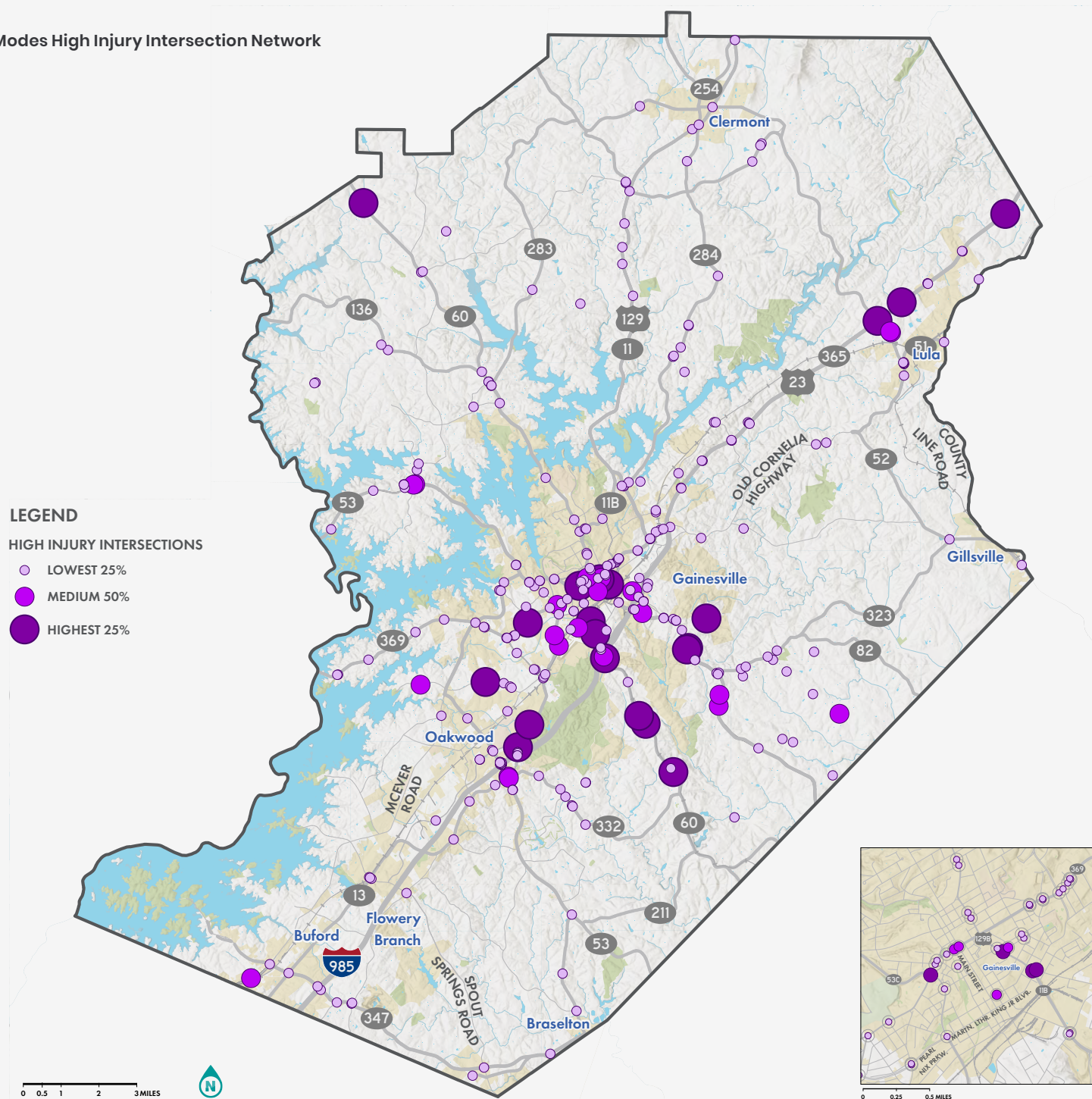
- ➔ Cornelia Highway
- ➔ Green Street
- ➔ Holiday Road/Friendship Road
- ➔ Jesse Jewell Parkway
- ➔ Queen City Parkway
- ➔ Thompson Bridge Road

As noted, the HIIN includes all modes of travel. Naturally, there is some overlap between crashes included in this network and crashes in other HINs. Among severe crashes within 300 feet of intersections, motorcycle crashes on collectors and arterials stood out. Between 2018 and 2022, there were 37 serious injury and 8 fatal motorcycle crashes near intersections.



Example of High Injury Intersection Network: White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection, Gainesville, GA

LEGEND

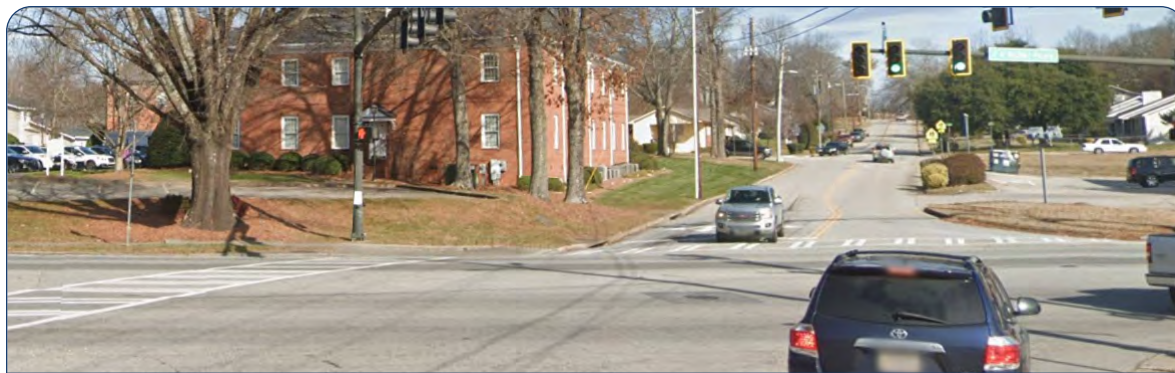


Crash Profiles

Addressing traffic safety concerns involves various steps. Crash profiles represent a subset of crashes that are more likely to result in fatal or severe injury crashes within the county. Through the safety analysis, the identification of crash profiles was key to evaluate patterns and trends in crashes in Hall County. These crash profiles focus on crash types that can be addressed by proposed projects or policies in the future, helping determining the causes and potential safety treatments. This chapter provides information on the eight selected crash profiles for this project, and the reasons for their selection. To see the Crash Profile Methodology Memorandum and detailed Crash Profiles, see Appendix A.

As an example, Intersection-Related Motorcycle Crashes on Collectors and Arterials is one of the crash profiles developed for this study. As the name would suggest, crashes that were included in this crash profile would necessarily have to include at least one motorcycle, be located near an intersection, and have taken place on a road classified either as a collector or an arterial. A motorcycle collision that occurred on the freeway would not be included within that crash profile.

Crash Profile #1 – Non-Intersection Pedestrian/Bicyclist Crashes on Corridors without Sidewalks: Of the 206 pedestrian- and bicyclist-related crashes between 2018 and 2022 in Hall County, 55 resulted in fatal (K) and severe (A) injury crashes (KA crashes). Of those



The intersection of EE Butler Pkwy. and College Ave. in Gainesville was the site of a fatal pedestrian crash on August 1, 2019. The crash occurred outside daylight hours (8:49 p.m.), and shortly after it had rained (wet pavement conditions were present).

55 fatal and severe injury crashes involving pedestrians or bicyclists, 37 (67.27%) occurred on major or minor arterials. In addition, most of these crashes (26, or 47.27%) occurred away from intersections, crosswalks or sidewalks—meaning pedestrians and bicyclists traveling along major corridors are particularly at risk for fatal and severe outcomes should a crash occur.

Crash Profile #2 – Pedestrian Crashes at Intersections within Incorporated Cities: Between January 1, 2018, and December 31, 2022, 618 fatal and severe injury crashes occurred within Hall County. Of those 618 crashes, 231 (37.38%) occurred within incorporated areas of the county. In addition, of the 167 pedestrian-related crashes (of all severities), 94 (56.29%) occurred within

incorporated areas (Braselton, Clermont, Flowery Branch, Gainesville, Lula, and Oakwood). These crashes are characterized as occurring within denser population areas with a greater mix of land uses.

Crash Profile #3 – Non-Daylight Roadway Departure Crashes in Unlit Areas: Of the 201 non-daylight crashes in unlit areas that resulted in fatal and severe injury crashes within Hall County from 2018 to 2022, 85 (42.29%) were roadway departure crashes. These crashes occurred along diverse roadway types (the crash profile breaks these down by functional class and look at posted speed limit). Helping keep vehicles on roadways in unlit areas represents a significant opportunity to address an ongoing source of KA crashes within the county.

Crash Profile #4 – Intersection-Related Motorcycle Crashes on Collectors and Arterials:

Of the 471 crashes involving motorcycles within Hall County from 2018 to 2022, 378 (80.25%) occurred on roads classified as collectors or arterials (meaning only 93 occurred on local roadways, despite local roadways making up a significant majority of roadway miles within the county). Furthermore, of the 471 crashes involving motorcycles, 99 (21.02%) resulted in either fatal and severe injury crashes.

Crash Profile #5 – Speed-Related Crashes in Rural Parts of Unincorporated Hall County:

Of the 387 fatal and severe injury crashes that occurred within unincorporated areas of Hall County from 2018 to 2022, 158 (40.83%) involved excessive speed, reckless driving, or a driver losing control of the vehicle—making up the largest portion of such KA crashes.

Crash Profile #6 – Intersection-Related Head-On and Angle Crashes:

Of the 618 fatal and severe injury crashes that occurred within Hall County between 2018 and 2022, 297 (48.06%) were the result of angle or head-on collisions. This includes all mode types. Specifically, 219 of the 297 crashes (73.74%) occurred at intersections. Finding a way to make intersections safer will address a significant source of KA crashes within the county.



Eight fatal or severe injury crashes within Crash Profile #7 occurred along Cleveland Hwy. north of Lake Lanier/Gainesville. This portion of Cleveland Hwy. includes a rural typical section, with no streetlights present. Of the eight crashes, five did not involve another vehicle.

Crash Profile #7 – Dark and Not-Lighted

Crashes on Arterials: “Dark-not lighted” crashes make up only 15.84% (5,338) of all crashes (33,697), and they make up 29.29% (181) of all KA crashes (618)—indicating a significant over-representation of these crashes among those that result in fatal and severe injuries. This trend is consistent across all modes. Furthermore, 102 (56.35%) of those 181 crashes occurred on arterials (both minor and major).



Seven fatal or severe injury crashes within Crash Profile #8 occurred along Limestone Pkwy. south of Lake Lanier/Gainesville. This portion of Limestone Pkwy. is a divided highway with a grassed median present intermittently along the corridor.

Crash Profile #8 – Signalized Intersection-Related Crashes on Non-Interstate Roads with Speeds of 45 Miles per Hour (mph) or Greater:

Speed is a fundamental risk factor in traffic and is inextricably linked to crash severity. Of the 618 fatal and severe injury crashes that occurred within Hall County during the analysis period, 469 (75.89%) took place on roadways that had speed limits equal to or above 45 mph. In addition, 291 of those 469 (62.05%) were intersection related.

03

Community Engagement and Collaboration



Alta team engages with public at Public Meeting, February 2025.

What do Hall County residents think?

The Hall County Safe Streets and Roads for All (SS4A) project is an initiative led by Hall County in collaboration with the Gainesville–Hall Metropolitan Planning Organization (GHMPO) and the Cities of Oakwood, Flowery Branch, and Gainesville, to create a Safety Action Plan—a strategic roadmap to identify, address, and mitigate traffic safety issues. Central to this effort was a robust engagement strategy aimed at raising awareness of the initiative, fostering community participation, and ensuring that diverse voices influenced the planning process. This chapter outlines the engagement activities undertaken for the Hall County SS4A project, highlighting key methods, findings, and the overall impact of these efforts.

Stakeholder Mapping Workshop

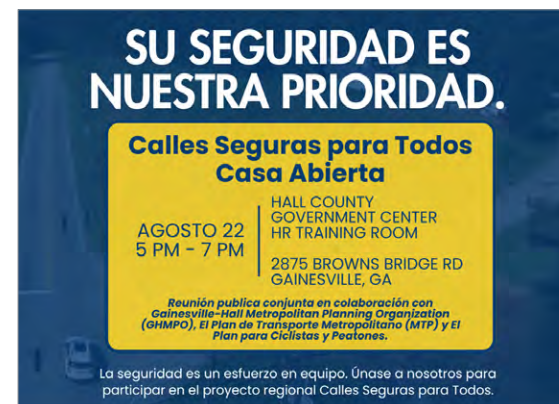
In May 2024 the project team gathered for an internal workshop to conduct a rigorous stakeholder mapping process to identify and categorize key stakeholders for the project. Stakeholder mapping in engagement is a strategic process that involves identifying, analyzing, and categorizing individuals or groups who have an interest or stake in a particular project, initiative, or organization.

This mapping aims to understand the relationships, interests, and influence of various stakeholders to effectively engage and manage their involvement throughout the course of a project. By identifying stakeholders and the level of impact this project has over their lives, the engagement team was able to create a tailored engagement strategy for each identified group with a unique and appropriate approach to allow for more effective communication and relationship-building.

OUR PARTNERSHIP WITH THE HISPANIC ALLIANCE GA, LA ALIANZA

The Hispanic Alliance GA, La Alianza (Hispanic Alliance), played a crucial role in strengthening engagement with Gainesville’s Latino community. The Hispanic Alliance’s project contributions included participating in the stakeholder mapping workshop, generating ideas for engagement activities, attending the public meeting, and distributing digital and print surveys.

The Hispanic Alliance promoted and shared project information with about 1,500 families monthly. Families that visited the Hispanic Alliance offices for services were asked specifically what areas in the county faced the most pressing transportation safety concerns. The Hispanic Alliance staff assisted patrons filling out Spanish written surveys, significantly widening the reach of responses.



The Hispanic Alliance also promoted the public meetings and survey through social media platforms, informing their 8,440 followers.

Additionally, they hosted project materials in their office, further increasing accessibility. Their partnership was instrumental in ensuring targeted outreach to Latino residents had a voice in the process, reinforcing our commitment to representative community engagement.

Community Engagement Strategy

PUBLIC MEETINGS

Two public meetings were held for this project to engage the community, gather feedback, and ensure that proposed safety and mobility improvements align with residents' needs.

Public Meeting #1: Introducing the Project and Gathering Input

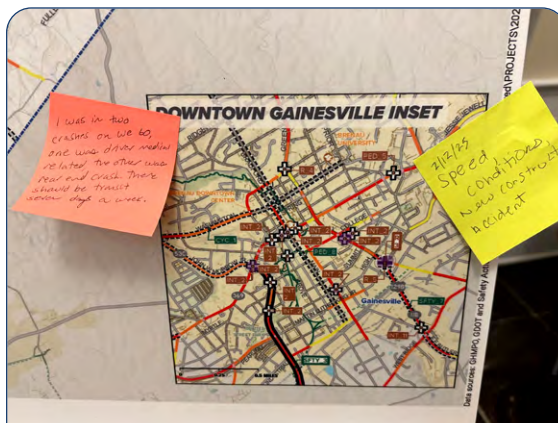
The first public meeting took place on August 22, 2024, at the Hall County Government Center in Gainesville, GA, from 5 p.m. to 7 p.m. Designed to introduce the project to the community, the meeting also aimed to gather input on traffic safety concerns, increase public participation in the survey, and foster dialogue around the region's transportation challenges. As part of a dual outreach effort, the meeting also incorporated engagement for the GHMPO's Bike and Pedestrian Plan and Metropolitan Transportation Plan. Twenty-six community members attended, providing valuable local insights.

Public Meeting #2: Presenting Recommendations and Prioritizations

The second public meeting was held on February 18, 2025 from 5p.m. to 6:30p.m. at the Roy Franklin Hoover Jr. Public Safety Center as part of a broader transportation outreach initiative for four regional projects. The focus of this meeting was to present project recommendations and prioritizations, ensuring they reflected community needs. Twenty-two community members participated in the discussion, providing feedback on proposed improvements.



Public meetings were conducted as part of the community engagement strategy.

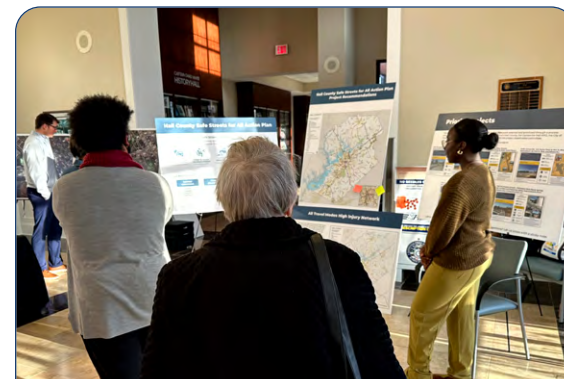


Maps were provided at public meetings to help explain the analysis and findings.

Across both meetings, community feedback reinforced several key themes:

- ➔ **Safety Concerns:** All transportation modes (bicyclists, drivers, and pedestrians) reported feeling unsafe due to high vehicle speeds.
- ➔ **High Injury Networks (HINs):** Nearly all crashes and near-misses identified by attendees aligned with the mapped high injury corridors.
- ➔ **Crash Profiles:** Participants expressed particular concern for pedestrian and bicyclist crashes, especially in areas lacking sidewalks and safe crossings.
- ➔ **Project Recommendations:** Meeting attendees felt project recommendations adequately addressed areas of concern.

These meetings not only provided critical public input but also helped shape the project's approach to improving transportation safety and accessibility in Gainesville.



The Safety Action Plan public meetings were jointly hosted with other similar planning efforts to maximize turnout and participations.

PUBLIC SURVEY

To complement in-person engagement, the project team conducted a public survey from August 2024 through September 2024 for a total of six weeks. Designed to capture the perspectives of Hall County residents and employees, the survey played a critical role in reaching a broader audience, particularly those unable to attend public meetings. A total of 60 responses were collected, with 44% completed in Spanish. For the Public Survey Report, see Appendix B

Outreach and Promotion

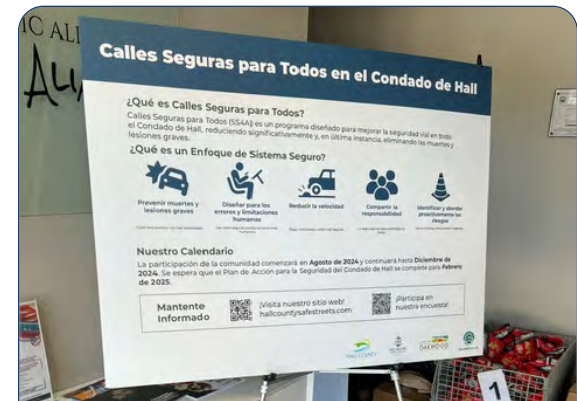
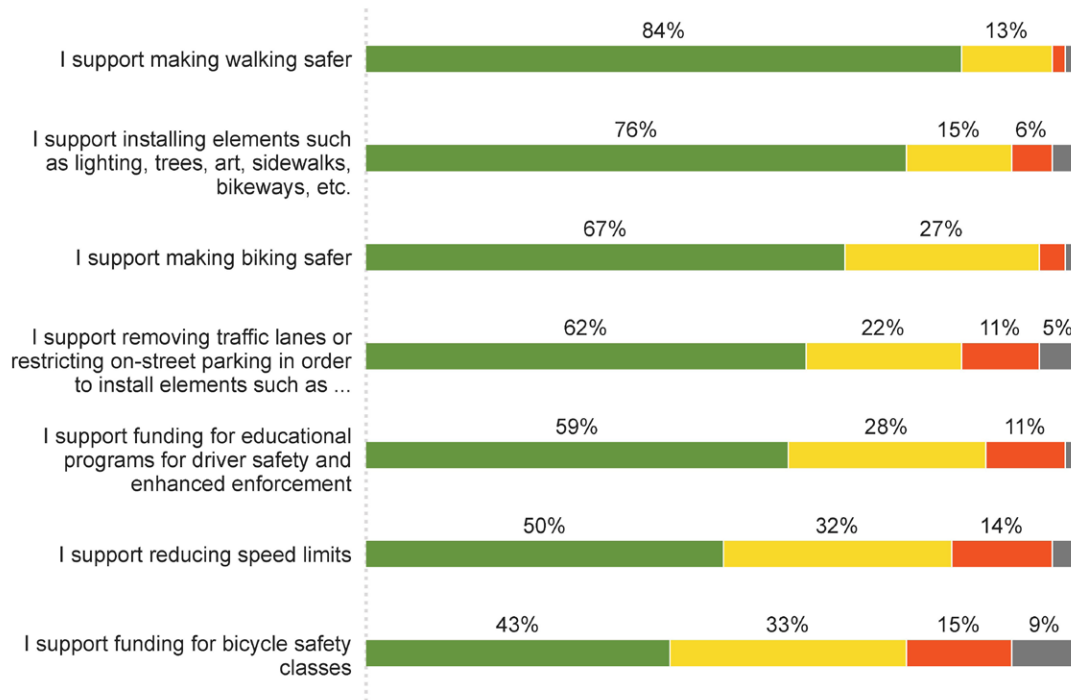
The survey was promoted through local government channels, community organizations, and targeted outreach efforts, including:

- ➔ GHMPO
- ➔ Cities of Oakwood, Flowery Branch, and Gainesville
- ➔ Local community hub (Hispanic Alliance)

Key Survey Findings:

- ➔ **Personal Impact:** 58% of respondents reported being personally or indirectly impacted by traffic crashes over the past decade.
- ➔ **Travel Behavior:** While 83% of respondents drive frequently, public transit use was minimal, with only one respondent using it more than once a month. Four regular bicyclists unanimously described feeling unsafe on local roads.
- ➔ **Safety Priorities:** The three most common traffic concerns centered on driver behavior, such as speeding and distracted driving, rather than infrastructure deficiencies. However, many participants expressed support for infrastructure improvements, even if they increased commute times.

Figure 4 • Online survey question, how do you feel about the following safety strategies? Image shows percentages according to participant responses.



The Hispanic Alliance hosted the Public Meeting Boards and promoted the survey, September 2025.

STEERING COMMITTEE

A diverse and representative Steering Committee was integral to the project's success. Composed of local governments, transportation agencies, law enforcement, schools, and community organizations, the committee provided technical guidance, strategic input, and a crucial link to broader community networks.

Committee Contributions

The Steering Committee played a multifaceted role:

- ➔ Guiding Decision-Making: Members reviewed crash data, prioritized safety strategies, and evaluated public feedback.
- ➔ Fostering Implementation: By including organizations like Hall Area Transit and the Greater Hall Chamber of Commerce, the committee positioned the Safety Action Plan for successful execution.

Key Meetings:

1. Meeting #1 (July 9, 2024): Introduced stakeholders to the SS4A process, presented the HIN, and outlined their role in shaping the plan.
2. Meeting #2 (October 22, 2024): Reviewed public input, discussed crash profiles, and evaluated draft strategies for feedback.
3. Meeting #3 (January 23, 2025): Presented recommended projects and prioritization process and gathered feedback. Feedback received regarding the priority projects informed the development of the final project list.



Figure 5 • The Mentimeter tool was used to request feedback at steering committee meetings. Results are shown to the question “Which project in the city of Gainesville should be a priority?”



WEBSITE

The project website served as a digital hub for information, updates, and engagement opportunities. Designed for accessibility, it provided:

- ➔ Project details and background information
- ➔ Interactive features like a survey link and updates on public meeting outcomes
- ➔ A platform for ongoing community engagement, ensuring transparency throughout the project life cycle

Consistently updated with digital meeting materials that correlated with the public meetings, the website played a pivotal role in broadening the project's reach, particularly for those unable to attend in-person events.

Figure 6 • Hall County Safe Streets for All website: <https://hallcountysafeststreets.com/>



First Public Meeting, August 2024



Members of the Hispanic Alliance at Second Public Meeting, February 2025



Community members review the boards at First Public Meeting, August 2024

04

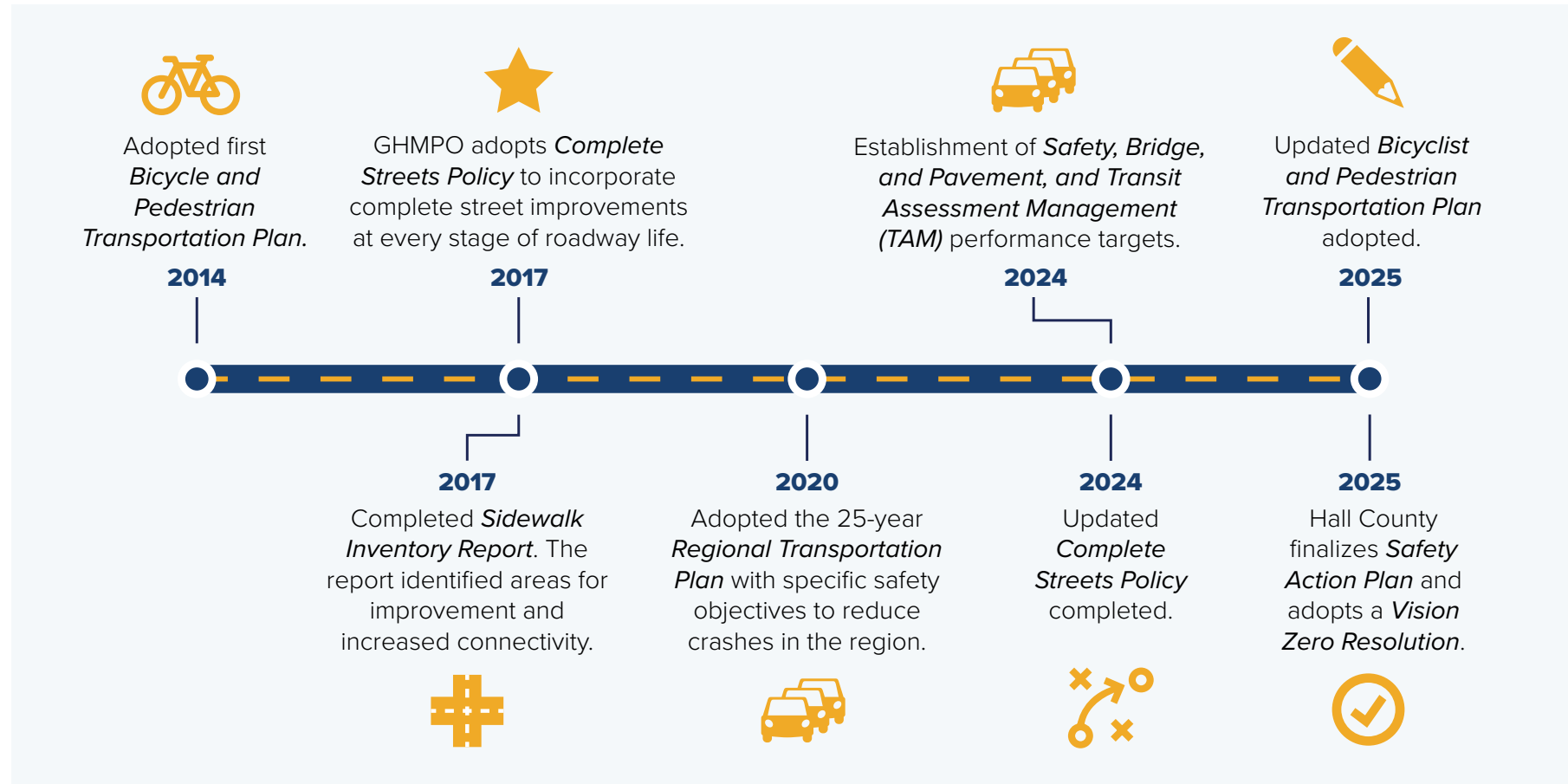
Plans and Policy Evaluation



Oakwood City Hall,
Oakwood, GA

Do local plans and policies address roadway safety?

Over the last 10 years, safety approaches and strategies have shifted from the traditional 3Es of Education, Engineering, and Enforcement to the Federal Highway Administration's (FHWA's) Safe System Approach and Vision Zero Approach. The Safe System Approach diverges from traditional practice by prioritizing ending death and serious injury crashes, rather than reducing crashes overall.





Downtown
Gainesville
Square, GA

Plans and Policies Reviewed

To develop safety strategies and recommendations, the project team evaluated Hall County's current safety policies and compared them to established best practices. The team conducted a policy benchmarking process, with benchmarks based on the Vision Zero core principles and Safe System Approach elements, which holistically address transportation safety. The benchmarks were separated into five categories: safer road users, safer roads, safer speeds, safer vehicles, post-crash care, and system planning.

The benchmarking exercised revealed transportation safety policy successes in Hall County and the municipalities, as well as areas of needed improvement. The results of the benchmarking exercise informed the policy recommendations in Chapter 5.

In addition, the project team interviewed the Cities of Gainesville, Oakwood, and Flowery Branch; Hall County; and Gainesville-Hall Metropolitan Planning Organization (GHMPO) on their approach, needs, and challenges for improving traffic safety outcomes. Please see Appendix C for the full results.

The list of documents reviewed is as follows:

- ➔ 2020, *Regional Transportation Plan*, GHMPO
- ➔ 2023, *Transportation Improvement Program*, GHMPO
- ➔ 2024, *Unified Planning Work Program*, GHMPO
- ➔ 2017 *Complete Streets Policy*, GHMPO
- ➔ 2014, *Bicyclist and Pedestrian Transportation Plan*, GHMPO
- ➔ 2017, *Sidewalk Inventory Report*, GHMPO
- ➔ 2019, *Microtransit Feasibility Study*, Hall County
- ➔ 2045 *Comprehensive Plan update (2024)*, GHMPO
- ➔ *Street Lighting Policy*, Hall County
- ➔ 2024, NOT RATIFIED, *Resolution Expanding the Special Tax District for Streetlights*, Hall County
- ➔ *Residential Speed Control Program*, Hall County
- ➔ 2023 *Traffic Calming Device and Speed Hump Program*, City of Gainesville
- ➔ 2019 *Flowery Branch Speed and Sign Inventory Study*, GHMPO
- ➔ 2019 *Gainesville Trail Study*, GHMPO
- ➔ 2018 *Citywide Traffic Improvement Study*, City of Oakwood and GHMPO
- ➔ 2021 *SR 365/Jesse Jewell Parkway Traffic Impact Study*, City of Gainesville and GHMPO
- ➔ 2022 *Braselton Trail Study*, City of Braselton and GHMPO
- ➔ 2019 *Dawsonville Highway-McEver Road Connectivity Study*, City of Gainesville and GHMPO
- ➔ *List of programmed and planned projects*, City of Gainesville

Highlights from the plan and policy review are as follows:

Current policy guidance demonstrates a strong foundation for safety, including a Complete Streets Policy for street design and a Street Lighting Policy for funding streetlight improvements. The *Regional Transportation Plan* not only has dedicated safety goals but aims to increase multimodal trips and to coordinate its land use decisions with transportation.

- GHMPO has a strong foundation for safety projects strategic planning. Through the *2020 Regional Transportation Plan*, GHMPO identified roadway segments and intersections that were the sites of the most crashes and killed or serious injury (KSI) crashes .
- The *Hall County 2045 Comprehensive Plan* was adopted in December 2024 and includes goals, objectives, and policies that increase pedestrian infrastructure, prioritize street lighting, develop Complete Streets, and enhance public transit. The County plans to adopt a Complete Streets Policy.
- GHMPO prioritized several safety-relevant Planning Emphasis Areas in the 2024 Unified Planning Work Program FY 2025, including Complete Streets and Complete Streets Policy update, crash data collection, trail network expansion, the *Bicycle and Pedestrian Plan Update*, and transit improvements.

- GHMPO adopted the *Bicycle and Pedestrian Plan*, which proposed to provide connections to high demand areas such as K-12 schools and parks. An updated plan will be published in 2025.
- Through the *Sidewalk Inventory Report* from 2017, GHMPO identified areas for pedestrian improvements and increased connectivity.

Performances measures created to track progress from Hall County's Complete Streets Policy can be incorporated into the Safety Action Plan.

- In 2017, GHMPO adopted the Complete Streets Policy, which intends to improve the transportation network for all users of all abilities and work in coordination with all jurisdictions. As of January 2025, the Cities of Gainesville and Oakwood have adopted a Complete Streets Policy. An updated Complete Streets Policy will be adopted in 2025 .



Downtown Oakwood, Oakwood, GA

GHMPO maintains and updates an annual record of crashes and crash profiles in Hall and Jackson Counties, enabling strong decision-making. Since 2018, Georgia drivers can be convicted for using a mobile device while driving after the State passed a law, Hands-Free Georgia Act (HB 673/AP).

Through the policy review and benchmarking exercise came a thorough and holistic picture of Hall County's existing efforts. With this understanding, strategies and goals were developed within the five categories of safety policy and programming established by the benchmarking exercise. These strategies and goals, described in the text chapter, will create, fund, and support safety initiatives to eliminate road deaths and serious injuries.



City of Flowery Branch wayfinding at Spout Springs Road near I-985 interchange

05

Plan of Action



Downtown Flowery Branch,
City of Flowery Branch, GA

What do we do next?

Analysis of current policy and recent crash data, meetings with the public, and meetings with the Steering Committee informed the goals for the Safety Action Plan. Achieving these goals is possible through specific, measurable, and actionable strategies.

Strategies address a safety theme (e.g., high-level commitments from agencies, safe road design). Each strategy is broken down into key action items, according to its responsible agency and timeline. For example, an initial effort for safe road design is a policy commitment to Complete Streets and the National Association of City Transportation Officials (NACTO) Design Guidelines. Later on, policies with a narrower focus can be adopted, like a Pedestrian Crossing Policy.

Three-time frames were established for implementation, with the assumption that the plan actions would be implemented over the course of a 5-year period:

- ➔ **Immediate to Short-Term:** Action is projected to be implemented within one year.
- ➔ **Mid-Term:** Action is projected to be implemented within two to three years.
- ➔ **Mid- to Longer-Term** (within four to five years): These actions need additional staffing and other resources, as well as collaboration with other agencies.

To achieve meaningful change, we use the Safe System Approach to address the different facets of road safety and reducing road deaths. From educational campaigns at schools to installing speed cameras or redrawing roads, the range of responsibilities and actions needed are diverse, and need involvement from an equally diverse range of agencies and departments. The following agencies will be involved in almost all steps:

GEORGIA DEPARTMENT OF TRANSPORTATION

Georgia Department of Transportation (GDOT) owns and maintains the majority (21 of 26) of roadways on the Hall County Safety Action Plan's Project Priority List. See Appendix E. The agency is the state leader for transportation. It manages statewide programs like the Georgia Transportation Funding Act and federal funds. It can also provide training to local staff and educational materials for the public, and make safety upgrades to the state-owned road network.

GAINESVILLE-HALL METROPOLITAN PLANNING ORGANIZATION

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) receives state and federal funding to allocate to projects across the region in its annual Unified Planning Work Program. This includes the Transportation Improvement Program, funds which can be used for upgrades, resurfacing, and construction of roads that include major safety improvements. GHMPO adopts and recommends standards for municipalities, like the Complete Streets Policy. GHMPO coordinates projects that require coordination and collaboration between different jurisdictions, to avoid miscommunications and waste.

HALL COUNTY

The County can pass resolutions and ordinances and communicate with other governments. The County can also encourage the safety program by funding safety initiatives, adopting a Zero-Death resolution and NACTO design guidelines. The County is responsible for road maintenance, upgrades, and (new) construction. The County zones and sets standards for new developments. Hall County and Gainesville jointly manage and fund the region's privately operated microtransit system, WeGO.

Within these larger agencies, several departments will be key to implementing the strategies and actions listed below.

→ Public Works

County and City Public Works departments manage traffic engineering, proposed development review, and road maintenance. They will be responsible for setting and using the latest and greatest safety design standards and deciding how program funds are allocated.

CITY MAYOR'S OFFICE (GAINESVILLE, OAKWOOD, AND FLOWERY BRANCH)

The cities can pass resolutions and ordinances and communicate with other governments. They can encourage the safety program by funding safety initiatives, adopting a Zero-Death resolution and NACTO design guidelines.



Signs and pavement markings provide important information to drivers in school zones.

Strategies, Actions, and Timeline

Partner agencies and timelines were identified for the strategies and action items. The strategies outlined below were developed with feedback received from the County, GHMPO, and City staff to address findings from the safety analysis and concerns from the public. The strategies are organized following the FHWA Safe System Approach principles described on page 6, Safer Road Users, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care.

Table 3 • Safer Road Users Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Leadership sets and champions safety targets.	A. Adopt a Vision Zero resolution at each level of government.	Immediate to short-term	Commit to zero deaths on county roads by 2050.	GHMPO Hall County Mayor's Office of Cities of Flowery Branch, Oakwood, and Gainesville
	B. Commit to sharing performance measures annually.	Immediate to short-term	Add language to the Vision Zero resolution committing to public sharing of safety project achievements and outcomes. In semiannual updates for the public, summarize progress made on safety initiatives through funds invested, projects installed, and eventually resulting crash numbers.	GHMPO Hall County Mayor's Office of Cities of Flowery Branch, Oakwood, and Gainesville
	C. Continue participation in Georgia Association of Metropolitan Planning Organizations.	Immediate	GHMPO can participate in regional planning efforts, to strengthen local ties, share and coordinate resources for large-scale infrastructure projects.	GHMPO
Strategy 2: Prioritize disadvantaged communities and people who have fewer mobility choices.	A. Develop engagement and safety education materials in Spanish.	Short-term	GHMPO adopted a Limited English Proficiency Plan, committing to bilingual public meetings and public notices. The County can adopt similar commitments, guaranteeing language access to the public planning process.	Hall County GHMPO
	B. Develop a vulnerable area index that accounts for socioeconomic factors linked to traffic safety and use it to prioritize traffic safety investments.	Short- to mid-term	Work with planning partners across the county to develop a vulnerable area index that accounts for socioeconomic factors linked to traffic safety. Use that index to prioritize safety investments in disadvantaged communities across the county and within each jurisdiction; including countermeasures tied to specific socioeconomic factors.	Public Works: Hall County Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Educate all road users.	A: Launch targeted safety education campaigns.	Immediate to short-term	Launch campaigns focused on specific risky behaviors identified in crash analysis, such as aggressive driving and speeding. Work with GDOT, the Governor's Office of Highway Safety, and other partners to support these initiatives. Develop additional campaigns in conjunction with the Hall County Sheriff's Office, Fire Rescue, and Emergency Management Services focusing on safe biking and distributing safety equipment.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	B: Train staff on best practices, safety countermeasures, Complete Streets Policy, and principles.	Mid-term	Work with GDOT, Federal Highway Administration (FHWA), Smart Growth America, the Governor's Office of Highway Safety, and other partners to develop and offer training to Hall County, GHMPO, and city staff.	GHMPO GDOT Hall County Cities of Flowery Branch, Oakwood, and Gainesville
	C: Implement targeted enforcement initiatives.	Mid-term	Implement targeted enforcement actions to address specific behaviors such as speeding and failure to stop for pedestrians in crosswalks. Focus on safety enforcement related to driver behaviors in high-risk areas for pedestrians and bicyclists.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville

Existing Policy: The 2018 Hands-Free Georgia Act prohibits the use of a cell phone while operating a motor vehicle. This law gives the County power to reduce distracted driving through targeted enforcement campaigns.

Table 4 • Safer Roads Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Design roads that encourage multimodal transportation and safe motor speeds.	A. Adopt a Complete Streets Policy.	Short-term	The County and cities can adopt GHMPO's Complete Streets Policy. As of April 2024, the Cities of Gainesville and Oakwood have adopted a Complete Streets Policy.	Hall County City of Flowery Branch GHMPO
	B. Adopt NACTO design guidelines for roadways.	Mid-term	Use published NACTO design guidance for roadway design standards. Incorporate changes according to NACTO guidance to their fullest potential in all types of capital projects.	GHMPO Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Review and Update existing policies, programs, and plans to include multimodal and safety considerations.	Mid-term	Policies and plans such as: Access Plan, Land Disturbance Permit, Development Plans, County and Cities Street Lighting Policy, County Residential Speed Control Program, and Traffic Calming Device and Speed Hump Program.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	D. Update design standards and traffic operations procedures.	Mid- to Long-term	Update roadway design standards and traffic operations procedures to allow flexibility and encourage innovation in safety practices. Integrate the GHMPO Complete Streets Policy into the updated standards to promote safe and accessible streets for all users.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	E. Create and adopt Quick-Build Policy and Pedestrian Crossing Policy.	Mid- to Long-term	Develop and adopt a policy to expedite the delivery of safety projects, including a formal policy for implementing quick-build safety countermeasures. Create a standard operating procedure for pedestrian crossings to improve safety at crossings.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 2: Prioritize safety improvements on the High Injury Network (HIN).	A. Prioritize and implement safety treatments along HIN.	Immediate to short-term	Prioritize and implement safety treatments along the HIN, such as improved illumination, pedestrian crossing treatments, intersection treatments, and roadway geometric or surface improvements.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	B. Prioritize and implement signal and operational improvements.	Short-term	Prioritize and implement signal and operational improvements along the HIN, including Leading Pedestrian Intervals (LPIs), longer pedestrian phases, exclusive pedestrian phases, flashing yellow arrow, and protected left turns.	Mayor's Office and Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Diversify funding sources.	Mid- to long-term	Diversify funding sources for long-term funding availability and maximize the efficient use of existing funding opportunities, including Safe Streets and Roads for All (SS4A), Better Utilizing Investments to Leverage Development (BUILD) Grant Program, and Highway Safety Improvement Program (HSIP), Off System Safety (OSS), and Quick Response (QR) funding.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	D. Review and update the reconstruction and resurfacing prioritization process to include safety considerations.	Mid-term	Outline a transparent, data driven prioritization approach with greater weight for safety considerations.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Prioritize safety improvements for vulnerable road users, including pedestrians, bicyclists, and motorcyclists.	A. Update the sidewalk gap inventory and priority project list, prioritizing areas on the HIN.	Mid to long-term	Identify areas with sidewalk gaps or missing sidewalk, prioritizing areas with documented pedestrian and bicycle traffic (including desire paths) and a history of crashes. Identify opportunities for adding midblock crossings and other traffic calming features.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	B. Create motorcycle safety priority project list, prioritizing areas on the HIN.	Mid- to long-term	Identify areas with a documented history of motorcycle crashes resulting in a fatality or injury and develop a list of intersection improvements to address those crash types. Identify opportunities for quick-build solutions.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Implement targeted lighting installation program.	Mid- to long-term	Create a targeted lighting installation program, starting with corridors on the HIN where roadway departure crashes or crashes involving vulnerable road users have occurred where lighting would be an effective countermeasure. Corridors without lighting in unincorporated areas which connect to lighted corridors in incorporated areas should be included. Combine lighting installation with other countermeasures as part of a comprehensive safety improvement process.	Public Works, Georgia Power, GDOT
	D. Identifying high-priority pedestrian and bicycle safety improvements within the city of Gainesville.	Mid- to long-term	Identify areas with high pedestrian and bicycle traffic and crash rates, including the downtowns of the City of Gainesville. Create a plan for these areas that includes safety improvements, such as improved crosswalks, lighting, and pedestrian infrastructure.	City of Gainesville Public Works, GDOT

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Prioritize safety improvements for vulnerable road users, including pedestrians, bicyclists, and motorcyclists (continued).	E. Identify high-priority intersection improvements on high-speed non-interstate roadways within the city of Flowery Branch.	Mid- to long-term	Identify intersections that have a high concentration of crashes, with an emphasis on arterials. Create a plan for these areas that includes safety improvements, such as alternative intersections, roundabouts, lighting, protected-only left turns, and signage visibility and reflectivity improvements to reduce crashes. Coordinate with GDOT for improvements to state routes.	City of Flowery Branch Public Works, GDOT
	F. Identify high-priority corridor improvements on high-speed non-interstate roadways within the city of Oakwood.	Mid- to long-term	Identify corridors that have a high concentration of crashes, with emphasis on non-interstate roadways with speed limits of 45 mph or higher. Create a plan for these areas that includes safety improvements, such as alternative intersections, interchange improvements with I-985, lighting, speed reduction, and signage improvements to reduce crashes. Coordinate with GDOT for improvements to state routes.	City of Oakwood Public Works, GDOT
Strategy 4: Develop a countywide Safe Routes to School (SRTS) program.	A. Develop SRTS plans in partnership with municipalities.	Mid- to long-term	Conduct road safety audits of schools and school zones to identify areas with the highest crash rates and low yielding rates at crosswalks. Begin by focusing efforts on the HIN and areas where drivers have failed to stop for pedestrians in crosswalks. Use the Safe Routes to School Quick-Build Traffic Calming Guidebook from GDOT to guide this effort. Create a countywide SRTS plan based on the audit, including a list of priority sidewalk needs.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 4: Develop a countywide Safe Routes to School (SRTS) program (continued).	B. Apply for funding and begin implementing safety improvements.	Long-term	Based on the findings of the safety audit and list of priority countermeasures, apply for SRTS or OSS and Transportation Alternatives Program (TAP) funding through GDOT to finance the implementation of safety improvements in high-priority school zones. Begin implementing safety improvements in priority areas using the secured funding.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
Strategy 5: Create a comprehensive rural and two-lane roadway safety improvement program.	A. Develop a Rural Road Safety Program and coordinate rural safety improvements with maintenance activities.	Mid- to long-term	Create a rural road safety program to systematically improve two-lane undivided roads within the HIN. Implement low-cost, high-impact countermeasures to combat roadway departure crashes, such as enhanced curve signing and delineation, paved shoulders, rumble strips, safety edge, wider edge lines, and high friction surface treatment.	Hall County GHMPO Cities of Flowery Branch, Oakwood, and Gainesville GDOT

Existing Policy: GHMPO has a Complete Streets Policy, which the Cities of Gainesville and Oakwood have adopted. The policy promises to provide technical assistance to local governments to develop, implement, and fund Complete Streets projects. Complete Street elements typically support safe motorized speeds, while creating a bicyclist- and pedestrian-friendly street environment.

Existing Program: GDOT SRTS has dedicated staff and resources to support school districts who want to improve safety outcomes. In 2023, the Safe Routes to School Quick-Build Traffic Calming Guidebook was released, providing a framework to implement low-cost, temporary solutions and then make them permanent. [GDOT Safe Routes to School Quick-Build Traffic Calming Guidebook PDF](#)

GHMPO Complete Streets vision: Every public right-of-way shall be planned, designed, constructed, and maintained such that all residents within the Gainesville-Hall Metropolitan Planning Organization (GHMPO) planning area have multi-modal transportation options to safely and conveniently travel to and from their destinations.

Table 5 • Safer Vehicles Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Advance safety technology on publicly owned fleet vehicles.	A: Equip public fleet vehicles with safety technologies.	Mid- to long-term	Ensure that future purchases of vehicles for the County and other public institutions are equipped with the latest safety-related devices, designs, and technologies such as automatic emergency braking, forward collision warning systems, lane keep assist, drowsiness detection systems, speed governors, and other advanced driver assistance systems.	GHMPO, Hall County Cities of Flowery Branch, Oakwood, and Gainesville.
	B. Integrate and connect small-scale and e-powered mobility options: microtransit, scooters, bike sharing, and golf carts.	Mid- to long-term	Increase visibility of microtransit vehicles, include wayfinding, and streamline pick-up and drop-off locations. Identify priority areas for sidewalk development according to microtransit destinations. Determine zones and road classifications suitable for golf carts and other light vehicles.	WeGO, Hall County Area Transit, Public Works

- **Existing Technology:** Hall Area Transit’s WeGO fleet has safety technology to flag phone use while driving the vehicle. The technology reduces distracted driving to protect passenger safety.



Table 6 • Safer Speeds Principle | Strategies, Actions, and Timelines

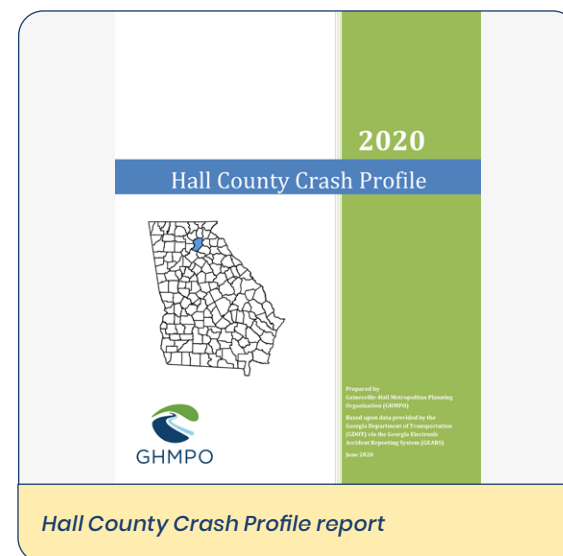
STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Reduce speed through design.	A: Update roadway design standards.	Mid- to long-term	Update roadway design standards to include strategies for “self-enforcing” or self-explaining roads that naturally encourage drivers to adhere to speed limits.	GHMPO, Hall County Cities of Flowery Branch, Oakwood, and Gainesville
	B: Update Traffic Calming Policy for Hall County and the City of Gainesville.	Mid- to long-term	Update County Residential Speed Control Program and the City of Gainesville Traffic Calming Policy to prioritize the HIN and include other safety countermeasures in addition to speed tables.	Hall County Public Works, City of Gainesville Public Works
	C: Develop a Residential Traffic Calming Policy for the City of Oakwood and the City of Flowery Branch.	Short- to mid-term	The City of Flowery Branch and the City of Oakwood should develop a Traffic Calming Policy for residential areas or adopt a version of the Hall County or City of Gainesville Traffic Calming Policy for use on city streets.	City of Flowery Branch Public Works, City of Oakwood Public Works
	D: Adjust traffic signal timing.	Short- to mid-term	Adjust traffic signal timing to increase pedestrian crossing time where appropriate, especially in downtowns and outside pedestrian generators, to encourage driving at lower speeds.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	E: Increase use of speed feedback signs.	Short-term	Increase use of speed feedback signs along HIN corridors and ensure accuracy and maintenance of the signage.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 2: Update speed-limit policies and implement a speed management program.	A: Identify and implement target speeds along the HIN.	Mid- to long-term	Create a process to identify and implement target speeds along HIN corridors to lower speed limits where appropriate, including traffic and engineering studies as required by Georgia Code.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	B: Implement school-zone speed safety cameras.	Short- to mid-term	Pilot the use of school-zone safety cameras as permitted by state law, beginning with schools along HIN corridors, along high-speed arterials, and in school zones with documented speeding problems.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	C: Move away from the 85th percentile method for setting speed limits.	Mid-term	Move away from the 85th percentile method of setting speed limits for all types of roadways and adopt alternative methodologies that focus on safety.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville

Table 7 • Post-Crash Care Principle | Strategies, Actions, and Timeline

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Integrate safety into all departments and ensure multi-agency coordination.	A: Create and implement a multi-agency fatal crash rapid-response team, integrating with existing Georgia State Patrol efforts where possible.	Short-term	Establish a multi-agency fatal crash rapid-response team by formalizing a Traffic Safety Committee. The committee should meet quarterly, evaluate progress toward implementation of the Safety Action Plan, leverage their communication channels, and discuss safety concerns.	GHMPO, Hall County, Cities of Flowery Branch, Oakwood, and Gainesville Hall County Sheriff's Office, municipal police departments, GDOT, Georgia State Patrol (Specialized Reconstruction Team)
	B: Update and expand systemic safety analysis.	Short-term	Monitor progress of strategies and actions and update regional Safety Action Plan at least every five years.	GHMPO
	C: Integrate crash data into project prioritization.	Short- to mid-term	Update crash data analysis annually and incorporate findings in strategic planning.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville

➔ **Existing Program:** GHMPO already releases annual crash statistics for Hall County, monitoring the number of crashes by severity, location, conditions, and driver characteristics. These reports informed the need for this Safety Action Plan and will be essential for evaluating the success of implemented strategies.



06

Implementation Plan



Corridor on All Modes High Injury Network, White Sulphur Road, Gainesville, GA

Hall County Safety Countermeasures

*The Hall County Safety Action Plan's implementation is a **long-term commitment to traffic safety** by multiple agencies and jurisdictions.*

The success of this plan will be determined by how well it can be implemented through projects and policy. This is where the plan may face constraints created by policies and budgets, as well as site-specific, spatial, and infrastructural constraints. Therefore, it is paramount that Hall County have a clear implementation plan so that they can coordinate with residents, local property owners, public works, and the Georgia Department of Transportation (GDOT).

Countermeasures Tool Kit

Once the project team identified the crash profiles (described in Chapter 2), they then determined the appropriate safety countermeasures to address each crash profile. A safety countermeasure is an infrastructure or policy intervention that attempts to reduce the likelihood of a given crash type at a given location or area. Safety countermeasures can take many forms. Converting an intersection to a roundabout, installing lighting, and improving worn pavement are examples of safety countermeasures that can be implemented to try to improve traffic safety.

The safety countermeasures that were identified were compiled into the following categories:

- ➔ Pavement markings
- ➔ Pavement surface
- ➔ Shoulder treatment/clear zone
- ➔ Signs
- ➔ Lighting
- ➔ Median
- ➔ Roundabouts
- ➔ Intersection layouts
- ➔ Stop-controlled intersections
- ➔ Trucks
- ➔ Traffic signals
- ➔ Pedestrian
- ➔ Bicycle
- ➔ Speed management
- ➔ Studies
- ➔ Roadway cross sections
- ➔ Outreach and education programs
- ➔ Access management

Safety Countermeasure Examples



Pedestrian refuge islands, high-visibility crosswalks, and curb extensions. Addresses Crash Profile 2: Pedestrian Crashes at Intersections within Incorporated Cities.

Pedestrian refuge island (credit: Dan Burden, pedbikeimages.org)



Conversion of a signalized intersection into a multi-lane roundabout. Addresses Crash Profiles 2, 4, 5, 6, and 8.

Bike lane (credit: Dan Burden, pedbikeimages.org)



Flex-post protected bicycle lane. Addresses Crash Profile 1: Non-Intersection Pedestrian/Bicyclists Crashes on Corridors without Sidewalks.

Protected bike lane (credit: Megan Kanagy, pedbikeimages.org)



Grade Separated Pedestrian Bridges are an example of a successful countermeasure.

In most cases, a single crash profile can be addressed with multiple countermeasures. By assigning multiple possible countermeasures to a single crash profile, engineers, policy makers, and advocates have a toolkit they can call upon to address safety concerns at a given location.

The effectiveness of a countermeasure is called the crash modification factor (CMF). CMFs are developed through studies of locations where a given countermeasure has been implemented. For example, if retroreflective blackplates were installed on traffic signals at a given intersection, then a study could be conducted to determine

whether rear end crashes at the intersection increase, decrease, or roughly stay the same.

The CMF is reported as a decimal number that represents the ratio of a given crash type after a countermeasure has been implemented. A CMF of 0.8 would indicate that a given study found that there were 0.8 times (or 80%) as many crashes of a given type after a countermeasure was implemented. A CMF less than 1 indicates an expected decrease in the number of crashes, and a CMF greater than 1 indicates an expected increase in the number of crashes for a given countermeasure.

Crash reduction factors (CRFs) are a value that represents the percent reduction in crashes. For example, in the case of retroreflective blackplates, the CMF is 0.85 and the CRF equates to 15 percent crash reduction.

The CRF is the expected percent decrease in crashes of a given type and severity. Table 9 shows safety countermeasures and its correspondent CRF % for Hall County.

It is important to note that the crash reductions indicated by a CMF are not a guarantee. They are intrinsically tied to the location and time in which the study was conducted. The actual impacts on collisions could be greater or less depending on site-specific conditions. Countermeasures and their corresponding CMFs are often sourced from the CMF Clearinghouse, which is maintained by the United States Department of Transportation (USDOT) and from the proven countermeasures list provided by the Federal Highway Administration (FHWA). Other sources include *Countermeasures That Work* provided by the National Highway Traffic Safety Administration and *Report 926: Guidance to Improve Pedestrian and Bicyclist Safety at Intersections* by the National Cooperative Highway Research Program.

Table 8 • Countermeasure Sources

SOURCE	DATA
Proven Safety Countermeasures FHWA , USDOT FHWA	FHWA's Proven Safety Countermeasures initiative is a collection of 28 countermeasures and strategies effective in reducing roadway fatalities and serious injuries on our nation's highways.
CMF Clearinghouse, USDOT	The CMF Clearinghouse is the primary database for traffic safety countermeasure studies.
National Cooperative Highway Research Program	<i>Report 926: Guidance to Improve Pedestrian and Bicyclist Safety at Intersections</i> provides a series of countermeasures with CMFs and relative costs.
National Highway Traffic Safety Administration	<i>Countermeasures That Work</i> provides a list of largely non-engineering countermeasures including education programs, studies, and policies.

Table 9 • Hall County Safety Countermeasures

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Pavement Markings	Install wider edgelines (4 to 5 inches)	30.1%	All Crash Types, All Severities
	Upgrade existing markings to wet-reflective pavement markings	25.4%	Run Off Road, Wet Road, All Severities
Pavement Surface	Install centerline rumble strips	22.0%	All Crash Types, K, A, B, C
	Install high friction surface treatment	44.0%	Run Off Road, K, A, B, C
	Install high friction surface treatment on ramps	63.5%	All Crash Types, K, A, B, C
	Install high friction surface treatment on horizontal curves	48.5%	All Crash Types, K, A, B, C
	Resurface deteriorated pavement	14.2%	All Crash Types, K, A, B
Shoulder Treatment/Clear Zone	Install safety edge	10.8%	Run Off Road, K, A, B, C
	Install wider markings and shoulder rumble strips with resurfacing (4 to 6 inches)	26.0%	All Crash Types, K, A
	Pave deteriorated 2-ft shoulder	3.0%	Fixed Object, Head On, Run off Road, Sideswipe, K
		4.0%	Fixed Object, Head On, Run off Road, Sideswipe, A, B, C
	Upgrade narrow unpaved shoulder (< 5 feet) to wide paved shoulder (> 5 feet)	72.0%	All Crash Type, K, A, B, C
	Upgrade narrow unpaved shoulder (< 5 feet) to wide unpaved shoulder (> 5 feet)	65.0%	All Crash Type, K, A, B, C
	Flatten side slopes	5.30%	Cross Median, Fixed Object, Run Off Road, Other, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Shoulder Treatment/Clear Zone continued	Remove or relocate fixed objects outside the clear zone	97.6%	Fixed Object, All Severities
	Install roadside barrier	51.0%	Run Off Road, K, A, B, C
	Install crash cushion	69.0%	Fixed Object, K, A, B, C
	Install shoulder rumble strips (on horizontal curves), rural roads	5.0%	Head On, Run off Road, Sideswipe, All Severities
Signs	Install sequential dynamic chevrons	60.0%	Non-Intersection Crashes, K, A, B, C
	Install new fluorescent curve signs or upgrade existing curve signs to fluorescent sheeting	35.0%	All Crash Types, All Severities
Lighting	Install lighting	37%	All Crash Types, K, A, B, C
	Install intersection illumination	12%	Nighttime Crashes, All Severities
		33%	Angle, All Severities
		42%	Nighttime, Vehicle-Pedestrian Crashes, A, B, C
		43.8%	Vehicle-Pedestrian Crashes, All Severities
		78%	Vehicle-Pedestrian Crashes, K
	Install lighting at interchanges	26%	All Crash Types, K, A, B, C
Median	Provide a raised median	55.0%	Angle, All Severities
		71.0%	Head On, All Severities
	Convert an open median to a directional median	23.0%	All Crash Types, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Median continued	Install any type of median barrier (for urban areas, only applicable to roadway sections with a depressed median)	43.0%	All Crash Types, K
		30.0%	All Crash Types, A,B,C
	Install cable median barrier	44.0%	Head On, All Severities
	Increase median width	Varies depending on existing and proposed median widths	All Crash Types, All Severities
	Replace two-way left-turn lanes (TWLTL) with Raised Median	19.0%	Rear End, All Severities
Roundabouts	Conversion of intersection to single-lane roundabout	59.0%	All Crash Types, All Severities
	Conversion of signalized intersection to multilane roundabout	20.0%	All Crash Types, K, A, B, C
	Conversion of stop-controlled intersection to multilane roundabout	5.0%	All Crash Types, All Severities
	Convert intersection to high speed (+ 55 mph approach, rural, low annual average daily traffic) roundabout, single lane	79%	All Crash Types, K, A, B, C
Intersection Layouts	Improve angle of channelized right-turn lane	60.3%	Right Turn, Other, All Severities
	Introduce zero or positive offset left-turn lane on crossing roadway	20.0%	Angle, All Severities
	Convert a conventional signalized intersection to a signalized superstreet	22.0%	All Crash Types, K, A, B, C
	Convert intersection to restricted crossing U-turn (RCUT) intersection	20.0%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Intersection Layouts continued	Convert intersection to Type A median U-turn intersection	22.7%	All Crash Types, K, A, B, C
	Convert intersection to Type B median U-turn intersection	28.3%	All Crash Types, K, A, B, C
	Convert a conventional unsignalized intersection to an unsignalized superstreet	44.0%	All Crash Types, All Severities
		75.0%	Angle, Right Turn, All Severities
	Change intersection skew angle	Varies depending on existing roadway geometry	All Crash Types, All Severities
	Increase triangle sight distance	48.0%	All Crash Types, A, B, C
		11%	All Crash Types, O
	Change right-turn lane geometry to increase line of sight (approach level)	59.0%	All Crash Types, All Severities
	Change right-turn lane geometry to increase line of sight (intersection level)	43.6%	All, K, A, B, C
Stop-Controlled Intersections	Convert an intersection into a continuous green T-intersection	15.4%	All Crash Types, K, A, B, C
	Convert minor-road stop control to all-way stop control	70.0%	All, A, B, C
	Replace standard stop sign with flashing LED stop sign	41.5%	Angle, All Severities
	Provide flashing beacons at stop-controlled intersections	10.0%	All Crash Types, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Stop-Controlled Intersections continued	Provide “stop ahead” pavement markings	31.0%	All Crash Types, All Severities
	Implement systemic signing and marking improvements at stop-controlled intersections	18.4%	All Crash Types, K, A, B, C
		16.7%	Angle, All Severities
	Improve stop sign retro reflectivity	9.4%	All Crash Types, K, A, B, C
	Install transverse rumble strips on stop-controlled approaches in rural areas	29.0%	All Crash Types, K, A, B, C
	Install intersection conflict warning systems for 2-lane at 2-lane intersections	30.0%	All Crash Types, A, B, C
	Install intersection conflict warning systems for 4-lane at 2-lane intersections	20.0%	All Crash Types, A, B, C
Trucks	Provide truck climbing lane	46.0%	Truck Related, All Severities
	Install advance downgrade warning sign	13.4%	Truck Related, All Severities
Traffic Signals	No turn on red signs	3.0%	All Crash Types, All Severities
	Red-light cameras	32.4%	All Crash Types, K, A, B, C
	Install red-light camera on major road of a 4-leg intersection (motorcycle crashes)	37.0%	Motorcycle Related crashes, All Severities
	Install red-light camera on minor road of a 4-leg intersection (motorcycle crashes)	25.0%	Motorcycle Related crashes, All Severities
	Install red-light camera on major road of a T-intersection (motorcycle crashes)	55.0%	Motorcycle Related crashes, All Severities
	Install leading pedestrian intervals (LPIs)	15.0%	Vehicle-Pedestrian, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Traffic Signals continued	Install left-turn flashing yellow arrow signals and supplemental traffic signs (protected-permissive left-turn phasing)	14.3%	Left Turn, All Severities
	Install left-turn flashing yellow arrow signals and supplemental traffic signs (permissive only left-turn phasing)	50.2%	Left-Turn, All Severities
	Convert protected/permissive left-turn phasing to protected-only left-turn phasing	34.0%	Left Turn, All Severities
	Convert permissive left-turn phasing to protected-only left-turn phasing	77.0%	Left Turn, All Severities
	Implement coordinated traffic signals	No CMF/CRF Available	Rear End*
	Review green times	No CMF/CRF Available	Rear End*
	Install near-side signal heads	30.0%	Red-Light Run Crashes, Frontal Impact Crashes, All Severities
	Install advanced dilemma zone detection	39.0%	All Crash Types, K, A, B, C
	Implement systemic signing and visibility improvements at signalized intersections	4.5%	All Crash Types, All Severities
		4.00%	Rear End, All Severities
		11.60%	Angle, All Severities
	Install dynamic all-red extension	7.0%	Other Crash Type, All Severities
	Increase all-red clearance interval	20.2%	All Crash Types, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Traffic Signals continued	Add 3-inch yellow retroreflective sheeting to signal backplates	15.0%	All Crash Types, All Severities
	Install pedestrian countdown timer	12.50%	Rear End, All Severities
		70.00%	Vehicle-Pedestrian, All Severities
	Install dynamic signal warning flashers	20.8%	Rear End, All Severities
		25.5%	Angle, All Severities
	Increase yellow change interval (greater than Institute of Transportation Engineers' recommended practice)	35.70%	Rear End, All Severities
	Install adaptive traffic signal control	12.20%	Rear End, All Severities
	Improve detection of motorcyclists	No CMF/CRF Available	Vehicle-Motorcycle*
Pedestrian	Increase pedestrian crossing time	51.00%	Vehicle-Pedestrian
	Curb extensions	No CMF/CRF Available	Vehicle-Pedestrian*
	Curb radius reduction	No CMF/CRF Available	Vehicle-Pedestrian*
	Crossing barriers/fences to prevent pedestrian crossings in unsafe locations	No CMF/CRF Available	Vehicle-Pedestrian*
	Grade-separated crossings	13.00%	Vehicle-Pedestrian
	High-visibility crosswalks	40%	Vehicle-Pedestrian, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Pedestrian continued	Install advance yield or stop markings and signs for midblock crossings	25.00%	Vehicle-Pedestrian, All Severities
	Install raised median with marked crosswalk (uncontrolled)	46.00%	Vehicle-Pedestrian, All Severities
	Install raised median with/without crosswalk (uncontrolled)	31.5%	Vehicle-Pedestrian, All Severities
	Install pedestrian refuge	31.50%	Vehicle-Pedestrian, All Severities
	Install a pedestrian hybrid beacon (PHB or HAWK)	45.00%	Vehicle-Pedestrian, K, A, B, C
	Install rectangular rapid flashing beacon (RRFB)	70.00%	Vehicle-Pedestrian, All Severities
	All-walk phase/protected pedestrian phase	35.00%	Vehicle-Pedestrian, All Severities
	Install sidewalk	40.20%	Vehicle-Pedestrian, All Severities
Bicycle	Install shared-use path (on 6-lane divided urban road)	25%	Vehicle-Bicycle, All Severities
	Install bike lane	72.60%	Vehicle-Bicycle, All Severities
	Convert traditional bike lane to separated bike lane with a blend of flexi-post and other vertical elements	36%	Vehicle-Bicycle, All Severities
Speed Management	Install dynamic speed feedback sign	5.00%	Single Vehicle Crashes, All Severities
	Implement appropriate speed limits for all users	No CMF/CRF Available	Run off road, Single Vehicle*
Roadway Cross Section	Narrow lane from 12 to 11 feet (rural highways)	24%	All Crash Types, All Severities
	Road diet (convert 4-lane undivided road to 2-lanes plus turning lane)	29.0%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Roadway Cross Section continued	Change number of lanes on major road of a 4-leg signalized intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Change number of lanes on minor road of a 4-leg signalized intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Change number of lanes on minor road of a signalized T-intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Convert major road of a signalized T-intersection from 2-way to 1-way	60.0%	Motorcycle Related Crashes, All Severities
	Install periodic passing lanes on rural 2-lane highways	35%	Non-Intersection Crashes, K, A, B, C
	Install protected intersection	No CMF/CRF Available	Vehicle-Pedestrian, Vehicle-Bicycle*
Access Management	Absence of access points	44%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

Non-Infrastructure Countermeasures

Traffic safety countermeasures do not always take the form of new infrastructure. Focused studies and education programs can also improve safety. GDOT's Safe Routes to School (SRTS) programs and road safety audits can help remediate safety concerns specific to a given corridor or area.

SRTS

GDOT's SRTS program focuses on the 5 Es: Evaluation, Engineering, Education, Encouragement, and Enforcement. The SRTS team should comprise school staff, parents and caregivers, local businesses, local police departments, and other stakeholders, to assess the walking and bicycling infrastructure that students use to travel to and from school. Additionally, transportation data within two miles of the school is collected and analyzed, including crash data, vehicular speeds, and projected future enrollment.



ENGINEERING

Engineering involves the selection and implementation of infrastructural and operational safety countermeasures to reduce traffic volumes, decrease vehicular speeds, and reduce instance of traffic conflicts to improve safety. Education and Encouragement create programs and activities that make walking and biking to school both safe and fun so that students and teachers choose these

transportation modes instead of driving. Finally, the program coordinates with local police to ensure the Enforcement of traffic laws, such as school-zone speed limits, to encourage safer behavior from drivers around the school. Once these programs have been enacted, it is necessary to return to the first E, Evaluation, to measure the effectiveness of the program. Are more students walking and biking to school? Has the number of crashes within 2 miles of the school been reduced year over year? These are the kinds of questions that need to be answered to see if the SRTS program is having the desired impacts.

ROAD SAFETY AUDITS

Road safety audits follow a similar pattern to SRTS programs. The main difference is that instead of being focused on a school, the focus is on a specific street, neighborhood, or district within a city or town. Similarly to the SRTS program, a road safety audit involves assembling local stakeholders and then evaluating the existing traffic safety concerns. Evaluating traffic safety can involve analyzing crash and traffic data, conducting walk-throughs of the study area with stakeholders, and conducting public meetings so that residents and businesses can voice their transportation concerns and suggestions. Once this data is collected, a report is created recommending safety countermeasures to improve safety within the study area. The report can take the form of a general menu of safety countermeasures that can be applied within the study area or be as specific as developing a conceptual plan for where to apply safety countermeasures at specific locations along the corridor.

EDUCATION PROGRAMS

Education programs can improve safety by educating road users to choose safer behaviors. The Motorcycle Safety Program for Riders, offered by the Georgia Department of Driver Services, and the Keep Georgia Safe program, offered by GDOT, are both examples of roadway safety education programs offered in the state of Georgia.

MOTORCYCLE SAFETY PROGRAM

The Motorcycle Safety Program for Riders offers courses for both beginners and advanced motorcyclists. Participation in the course is encouraged by providing participants who complete the basic rider course with a 90-day motorcycle license test waiver. These courses teach motorcyclists how to drive defensively, how to react to obstacles, and the importance of proper safety gear and vehicle maintenance. Incentivizing road users to participate in the Motorcycle Safety Program and any similar education programs may improve safety by teaching road users to avoid dangerous behaviors.

KEEP GEORGIA SAFE

Keep Georgia Safe is a set of free educational materials provided by GDOT for students in grades K–12. The content is provided on GDOT's website and is organized by grade so that it is easy for educators to select content that is appropriate for their class. The educational materials include videos, practical examples that can be conducted in the classroom, posters, and activity books. The educational materials provided on this website can give teachers the tools they need to convey to their students how they can be safer when walking, biking, or driving along Georgia's roadways.

Project Recommendations

Based on prior precedent plans and studies in Hall County, the team prepared a prioritization framework and gathered necessary data to perform prioritization. The proposed framework includes factors such as equity emphasis areas, overlap with HINs, fatal and severe injury crashes, risk factors, proximity to community facilities, project complexity and coordination needed, previous plans and studies, community and stakeholder input, and road ownership. For more details regarding the Project Prioritization Methodology, see Appendix D.

The project team also reconciled projects against exiting planning efforts such as the Gainesville–Hall Metropolitan Planning Organization’s (GHMPO’s) Metropolitan Transportation Plan, GHMPO’s Transportation Improvement Program, and the other plans and studies, such as the Bicycle and Pedestrian Plan update, Flowery Branch Downtown Parking and Mobility Study, the Braselton Trail Feasibility Study, the State Route 365/Jesse Jewel Parkway Traffic Impact Study, the Gainesville Trail Study, and the Dawsonville Highway – McEver Road Connectivity Study, among other efforts.

Individual projects were scored based on select criteria. This section briefly describes the criteria used to prioritize safety infrastructure projects in Hall County.

Each of the projects were evaluated according to:

- ➔ Overlaps with areas where people are most vulnerable (e.g., low income and areas of persistent poverty)
- ➔ Overlaps with one of the four high injury networks (HINs)
- ➔ Proximity to fatal or serious injury crashes
- ➔ Addresses concerns within identified crash profiles
- ➔ Proximity to key community facilities (parks, schools, institutional facilities, courthouses, or commercial and mixed-use land uses)
- ➔ Project complexity and required coordination with transportation agencies
- ➔ Level of public/stakeholder support (from online survey, community meetings, and stakeholder meetings)

The points associated with the defined criteria were summed for each project to generate a raw score that reflected its overall priority—with higher scores indicating a higher priority for implementation.

The draft list of scored and prioritized projects was presented to the project’s steering committee for feedback, which further helped inform the final prioritization of projects for the plan. After assessing the list of projects to see which would have the greatest

impact on transportation safety within Hall County, five priority projects emerged. While five priority project emerged for the purpose of producing cutsheets for this Plan, all of the projects in this Plan are important and implementing them will advance the goal of reducing and eliminating fatalities and serious injuries..

The project recommendations include safety countermeasures from the toolkit presented in the previous section; all improvements would meet Americans with Disabilities Act (ADA) requirements. To support project development, the project list incorporates recommended countermeasures to corridors and intersections with crashes that match identified crash profiles.

To assist in planning and budgeting for advancement and implementation of SS4A Action Plan recommendations, the project team prepared planning-level cost estimates for each of the five priority projects detailed in the cutsheets.¹

See pages 67, 68, 69, 70 and 71 for more detailed information.

¹ Cost estimates are shown in current-year (2025) dollars and are subject to change over time, due to factors such as the cost of labor, materials, and inflation. For more information regarding the Cost Estimate Assumptions and Methodology, see Appendix D.

Table 10 • Top Priority Projects

PROJECT ID	PROJECT NAME	BEGIN	END	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS ELIGIBLE?	TOTAL SCORE
SFTY-03	Queen City Parkway Corridor Improvements	Jesse Jewell Pkwy.	Old Candler Rd.	Assess and improve Queen City Pkwy. between Jesse Jewell Pkwy. and Candler Rd. to reduce speeds along the corridor. This project will also fill existing gaps in sidewalk networks, as well as assess the potential installation of median U-turn intersections where feasible.	Gainesville, Unincorporated Hall Co.	No	31
PED-03	Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula	Miller Dr.	Lewallen Cir.	Design and construct sidewalks, pedestrian lighting, traffic management devices, and other general streetscape improvements to improve pedestrian safety and movements within Downtown Lula.	Lula	Yes	30
SFTY-02	Limestone Parkway Corridor Safety Improvements	Cleveland Hwy.	Jesse Jewell Pkwy.	Specific safety countermeasures to consider include reduction of speed limits; installation of pedestrian/bicycling improvements; signal timing along Limestone Pkwy; and others. This proposed project would also seek to implement specific safety countermeasures suggested as part of the SR 365/ Jesse Jewell Parkway Traffic Impact Study (2021).	Gainesville, Unincorporated Hall Co.	Yes	29

*Safe Routes to School

PROJECT ID	PROJECT NAME	BEGIN	END	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS ELIGIBLE?	TOTAL SCORE
PED-02	Phil Niekro Boulevard/ Spout Springs Road Corridor and Pedestrian Safety Improvements	Atlanta Hwy.	Hog Mountain Rd.	Design and construct speed reduction and safety measures throughout the corridor. Specific safety countermeasures include implementation of a corridor access management plan; reduction in speed limits; roadway lighting; wider edge lines; and pedestrian improvements at certain intersections throughout the corridor.	Flowery Branch Braselton, Unincorporated Hall Co.	Yes	22
R-03	E.E. Butler Parkway at MLK Jr. Boulevard Roundabout	N/A	N/A	Reconfigure or make geometric improvements at the intersection. A roundabout, if determined to be feasible, could improve the intersection safety and performance.	Gainesville	No	26
SFTY-17	Candler Road Corridor Safety Improvements	I-985	Hall Co. Line	Construct sidewalks, roundabouts, right-in/right-outs, roadway departure countermeasures (where there are curve and visibility issues), without ROW acquisition.	Gainesville Unincorporated Hall Co.	Yes	22

*Safe Routes to School

Hall County Safe Streets for All Plan

SFTY-03: Queen City Parkway Corridor Improvements

Corridor Summary

The Queen City Parkway corridor contains portions of each High Injury Network. The corridor was the site of nineteen (19) serious injury crashes, and two (2) fatal crashes.

Prioritization Rank: #1

Planning-Level Cost Estimate: \$19.3M - \$23.2M



Key Corridor Statistics:

- 71.43% of serious & fatal injury crashes were intersection-related
- 47.62% of serious & fatal injury crashes were left-angle crashes
- 38.10% of serious & fatal injury crashes were night-time crashes in unlit areas

Description: This project would calm traffic speeds along Queen City Pkwy from Jesse Jewell Pkwy to Candler Rd. This segment of Queen City Pkwy lies within an Equity Emphasis Area, and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. Of the 21 fatal and serious injury crashes occurring in the corridor from 2018 to 2022, 71.43% (15) were intersection-related, 47.62% (10) were left-angle crashes, and 38.10% (8) occurred in unlit areas during non-daylight hours. This project would assess the Queen City Pkwy corridor for traffic-calming and speed reduction measures, including decreasing the posted corridor speed-limit to 35 mph throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Blvd and West Ridge Rd.

Right-of-Way (ROW) Needs: Limited potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- Lee Gilmer Memorial Airport (1137 Aviation Way)
- Gainesville Municipal Court (701 Queen City Pkwy)
- Pilgrim's Pride Corporation (949 Industrial Blvd)
- Midland Greenway (682 Grove St)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 All four approaches to the Queen City Pkwy/Jesse Jewell Pkwy intersections are in the Bicycle or Pedestrian HINs
- #2 The Aviation Blvd/Queen City Pkwy intersection is in all four HINs
- #3 The W Ridge Rd/Queen City Pkwy intersection was the site of four serious injury crashes and one fatal crash.
- #4 The I-985/Queen City Pkwy intersection is in the top 25% of scores for both the Motorcycle HIN and All-Mode HIN, and was the site of two serious injury crashes and one fatal crash.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Lighting



Median U-Turn Intersections



Hall County Safe Streets for All Plan

PED-03: Main St Pedestrian Lighting & Safety Improvements in Downtown Lula

Corridor Summary

The Main Street corridor contains portions of the Intersection & All-Mode HINs. The corridor also was the site of three (3) minor injury crashes, two (2) serious injury crashes, and one (1) fatal injury crash involving a pedestrian.



Prioritization Rank: #2

Planning-Level Cost Estimate: \$13.8M - \$16.6M



Key Corridor Statistics:

- 60.00% of serious, fatal or minor injury crashes were curve-related
- 40.00% of serious, fatal or minor injury crashes happened at night
- 40.00% of serious, fatal or minor injury crashes involved cyclists/pedestrians
- School Zone present

Description: The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main St from Lewallen Cir to Miller Dr in downtown Lula. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards, constructing ADA-compliant intersection improvements where none currently exist, restriping existing crosswalks, installing audible traffic signals and signs at two major intersections (Main St/Athens St and Main St/8th St), filling all existing sidewalk gaps, widening sidewalks to a minimum of 5.5 feet where not currently present, installing enhanced landscaping and hardscaping, and installing pedestrian- and roadway-level lighting.

Right-of-Way (ROW) Needs: Limited potential ROW needs

Coordination Needs: City of Lula, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- Lula Elementary School (6130 Chattahoochee St)
- Lula City Hall (6055 Main St)
- Spoken Word Church (6467 Main St)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 The intersection between Lula Rd and Main St is within the bottom quartile of the Intersection HIN
- #2 Portions of central Main Street in Lula are in the most severe quartile of corridors within the All-Mode HIN
- #3 The corridor includes Lula Elementary School, which is the site of heavy pedestrian and vehicular traffic during the school year.
- #4 The entirety of Belton Bridge Rd between Main St and State Route (SR) 365 is within the All-Mode HIN; however, the Main St/Belton Bridge Rd intersection is not within the project's Intersection HIN.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Walkways



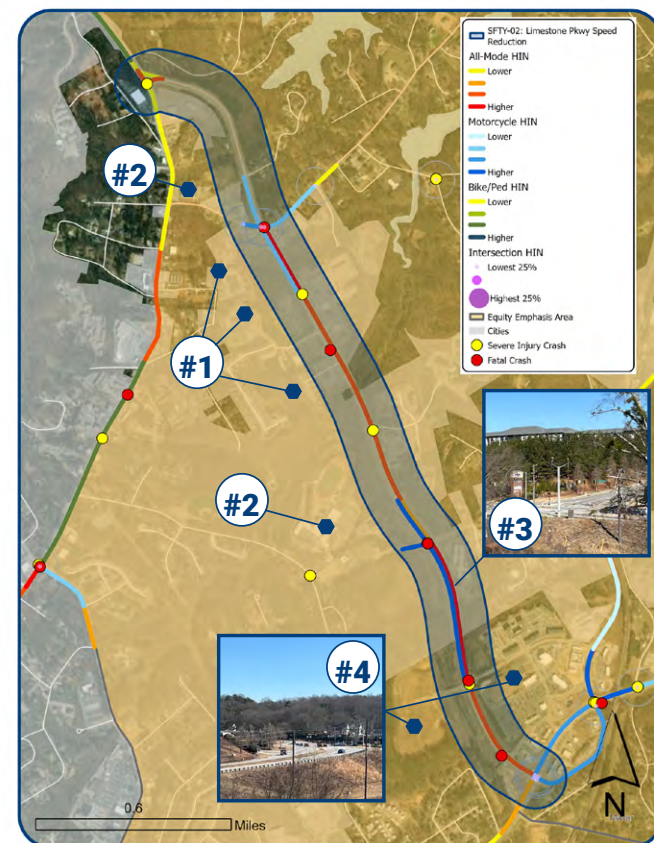
Pedestrian Lighting

Hall County Safe Streets for All Plan

SFTY-02: Limestone Pkwy Corridor Safety Improvements

Corridor Summary

The Limestone Parkway corridor has portions of the Motorcycle, Intersection and All-Mode HINs; and had six (6) serious injury crashes, and five (5) fatal crashes - the latter representing 4.1% of all such crashes in the County.



Prioritization Rank: #3

Planning-Level Cost Estimate: \$7.5M - \$9.1M



Key Corridor Statistics:

- 81.81% of serious & fatal injury crashes involved drivers <18 or 65+
- 63.63% of serious & fatal injury crashes were intersection-related
- Served by transit
- Two schools nearby

Description: The project would calm traffic speeds along Limestone Pkwy from Cleveland Hwy to Jesse Jewell Pkwy. This corridor lies within an Equity Emphasis Area, and was the site of eleven (11) serious and fatal injury crashes from 2018 to 2022. Of the corridor's 11 fatal and serious injury crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including implementation of lower posted speed limits (35 mph) and flashing yellow arrow signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.

Right-of-Way (ROW) Needs: Some potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- **Kroger Grocery**
(1931 Jesse Jewell Pkwy)
- **Publix Grocery**
(2155 Limestone Pkwy)
- **Lakeview Academy**
(796 Lakeview Dr)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 The corridor is home to several large eldercare/hospice facilities - and a majority of all serious or fatal injury crashes involved a driver aged 65 or older.
- #2 Two schools (Lakeview Academy and Advanced Scholars Academy) are also along the corridor, and 81.81% of fatal and serious injury crashes involved older or younger drivers.
- #3 The southern portion of the corridor is in the top 25% of corridors within the Motorcycle and All-Mode HINs.
- #4 The southern end of the corridor is also the site of two shopping centers anchored by grocery stores.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Crosswalk Visibility Enhancements



Appropriate Speed Limits for All Road Users

Hall County Safe Streets for All Plan

PED-02: Phil Niekro Blvd/Spout Springs Rd Corridor & Pedestrian Safety Improvements

Corridor Summary

The Phil Niekro Boulevard/Spout Springs Road contains portions of each HIN. The corridor was the site of twenty-one (21) minor injury crashes, six (6) serious injury crashes, and one (1) fatal crash.



Prioritization Rank: #5

Planning-Level Cost Estimate: \$18.2M - \$21.8M



Key Corridor Statistics:

- 71.43% of minor, serious & fatal injury crashes were intersection-related
- 57.14% of minor, serious & fatal injury crashes were angle crashes
- 32.14% of minor, serious & fatal injury crashes occurred at night

Description: This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Hwy to Hog Mountain Rd. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Blvd for traffic-calming measures, including decreasing corridor speed limits to 35 mph. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Blvd to a four-lane typical section, and potentially install roundabouts at the existing intersections with the I-985 on/off ramps.

Right-of-Way (ROW) Needs: High potential ROW needs

Coordination Needs: City of Flowery Branch, Georgia Dept. of Transportation (GDOT), Federal Highway Administration (FHWA)

Local, State or Federal Roadway: GDOT/State/FHWA

Key Destinations

- Mars Wrigley (4755 Thurmon Tanner Pkwy)
- Stonebridge Village (5855 Spout Springs Rd)
- Gibson Flowery Branch (900 Crest Village Cir)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 A small overlapping portion of Phil Niekro Blvd near large commercial developments east of I-985 is in both the Motorcycle and Bike/PED HINs
- #2 The intersections of Phil Niekro Blvd and the I-985 on/off ramps were both the site of serious injury crashes.
- #3 The stretch of Phil Niekro Blvd between Thurmon Tanner Pkwy and Atlanta Hwy is in the top 25% of corridors in the All-Mode HIN.
- #4 Phil Niekro Blvd at Atlanta Hwy was the site of a fatal crash and is in the top quartile of all intersections in the Intersection HIN; it is also constrained by a nearby active railroad line.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Lighting



Roundabouts

Hall County Safe Streets for All Plan

R-03: E.E. Butler Pkwy at MLK Jr. Blvd Roundabout

Corridor Summary

The E.E. Butler Parkway/MLK Jr. Boulevard intersection contains portions of the Motorcycle, All-Mode and Intersection HINs. The corridor was also the site of three (3) serious injury crashes, and five (5) minor injury crashes.

Prioritization Rank: #4

Planning-Level Cost Estimate: \$11.1M - \$13.4M



Key Corridor Statistics:

- 87.50% of serious & minor injury crashes involved "following too closely"
- 87.50% of serious & minor injury crashes were curve-related
- 25.00% of serious & minor injury crashes involved motorcycles
- Served by transit

Description: This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Pkwy at MLK Jr. Blvd and Athens St. The intersection lies within an Equity Emphasis Area, and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the 8 serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved "following too closely", and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Pkwy.

Right-of-Way (ROW) Needs: High potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- St. John Baptist Church
(757 E.E. Butler Pkwy)
- Cargill
(826 W Ridge Rd)
- Brenau Univ (East Campus)
(1001 Chestnut St SE)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 There are several churches near the intersection that may cause increased traffic volumes during off-peak hours.
- #2 High St and MLK Jr. Blvd - key cross streets for E.E. Butler Pkwy - are also both in the Motorcycle HIN.
- #3 Athens St is also within the All-Mode and Intersection HINs, and would likely need to be included in any potential intersection redesign.
- #4 A bridge over active freight rail lines associated with the neighboring Cargill food manufacturing facility at 862 W Ridge Rd may create some project constraints (and may require railroad coordination).

Safety Countermeasures

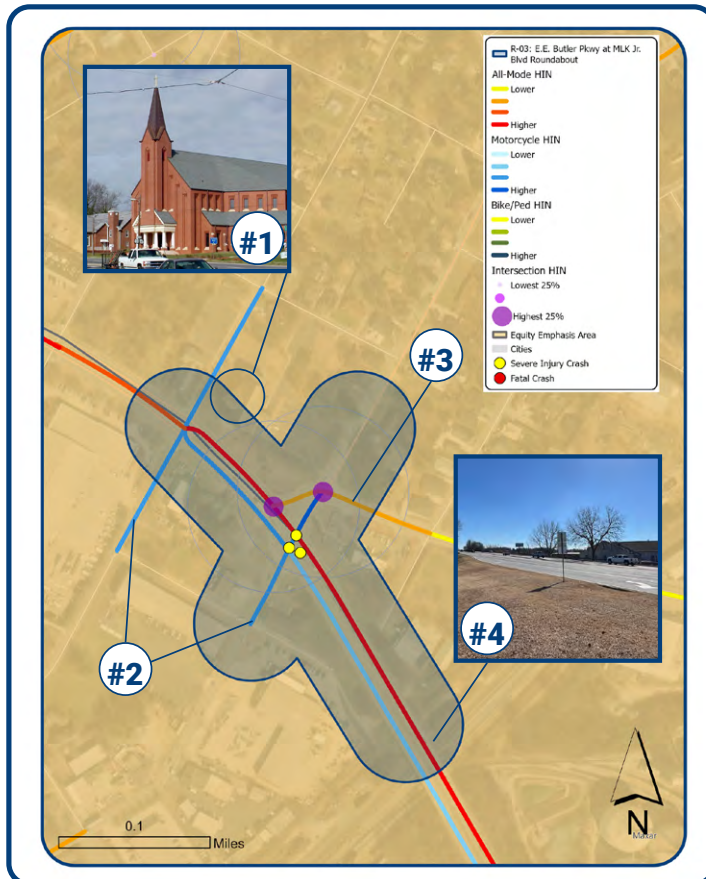
Examples of potential safety countermeasures to consider



Roadway Lighting



Roundabouts



Map 5 • Hall SS4A Project List

LEGEND

PRIORITY PROJECTS (POINT)



PRIORITY PROJECT -
ROUNDABOUT

POTENTIAL PROJECTS (POINT)



INTERSECTION SAFETY
IMPROVEMENTS



PEDESTRIAN SAFETY
IMPROVEMENTS



ROUNDABOUT

PRIORITY PROJECTS (SEGMENT)



PRIORITY PROJECT -
PEDESTRIAN IMPROVEMENTS



PRIORITY PROJECT - SAFETY
IMPROVEMENTS

POTENTIAL PROJECTS (SEGMENT)



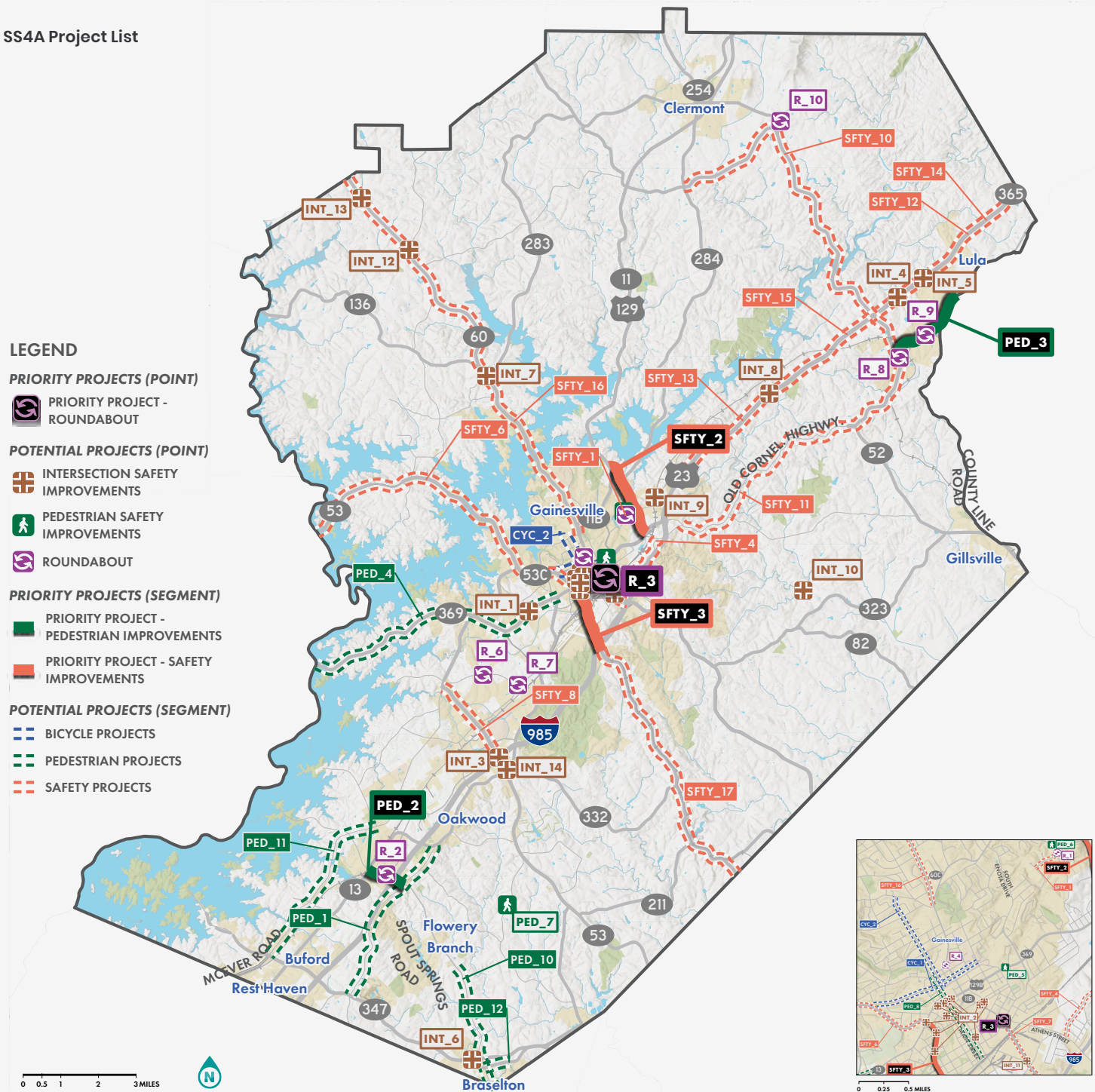
BICYCLE PROJECTS



PEDESTRIAN PROJECTS



SAFETY PROJECTS



The following projects represent ten priority intersection and ten priority corridor projects.
For the complete list of projects, see Appendix E.

Table 11 • Hall County SS4A List of Projects

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
INT-02	Pedestrian Crossing Improvements in Downtown Gainesville (Multiple Locations)			Install pedestrian improvements at: Bradford St @ High St E.E. Butler Pkwy @ Hunter St SE E.E. Butler Pkwy @ College Ave SE Race St @ Hunter St SE Bradford St @ Jesse Jewell Pkwy Maple St @ Jesse Jewell Pkwy W Academy St SW @ Jesse Jewell Pkwy Athens St @ W Ridge Rd Specific safety countermeasures to consider include signalization of stop-controlled intersections (if warranted); installation of sidewalks on all intersection approaches; installation of high-visibility crosswalks at all intersections; signal timing between intersections; and others.	Gainesville	Yes	Medium-Term	29
SFTY-12	SR 365 Vehicle Approaching Notification Systems	YMCA Dr	Hall Co. Line	Add flashing vehicle approaching signs at unsignalized intersections including White Sulphur Rd at Cagle Rd, Howard Rd at White Sulphur Rd where approaching vehicles cannot be seen from stop bars.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26
SFTY-13	SR 365 Signal Notifications	YMCA Dr	Hall Co. Line	Design and install flashing signal approaching signs on SR 365 at Ramsey Rd, between Athens St and SR 52, and approaching Cagle Rd.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
SFTY-14	SR 365 Lighting Improvements	YMCA Dr	Hall Co. Line	Assess whether the AASHTO lighting warrant is met and if so, follow the GDOT Lighting Design Process to install lighting along SR 365.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26
INT-04	SR 365 at Athens Street in Lula Intersection Improvements			Reconfigure or make geometric improvements, add improvements: full signalization, or installation of dedicated turn lanes.	Unincorporated Hall Co.	No	Medium-Term	25
INT-05	SR 365 at Belton Bridge Road Traffic Signal Warrant Analysis/Improvements			Implement safety improvements consistent with on-going SR 365 Planning Study.	Lula Unincorporated Hall Co.	No	Medium-Term	25
R-05	E.E. Butler Parkway/MLK Jr. Boulevard/Athens Street Roundabout			Reconfigure or make geometric improvements. Complete Intersection Control Evaluation, potentially install roundabout, based on results.	Gainesville	No	Medium-Term	25
PED-08	Main Street Pedestrian Corridor in Downtown Gainesville	Academy Street NW	Industrial Blvd	Create sidewalks and pedestrian improvements at Main St intersections in downtown Gainesville.	Gainesville	Yes	Medium-Term	24
R-04	Green Street at SR 60/US 129 Roundabout			Reconfigure or make geometric improvements. A roundabout, if determined to be feasible, could improve the intersection safety and performance.	Gainesville	No	Medium-Term	23

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
INT-09	White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection Improvements			Reconfigure or make geometric improvements. Specific safety countermeasures to consider include signalization of the intersection, installation of sidewalks, installation of high-visibility crosswalks.	Gainesville	Yes	Medium-Term	22
INT-11	E.E. Butler Parkway at Chestnut Street Intersection Improvements			Shift the existing intersection to the north, further away from intersection of Athens Hwy and Ridge Rd. Extend southbound left turn lane on Athens Hwy on approach to Ridge Rd to prevent left turn traffic queues from blocking the through lane.	Gainesville	No	Medium-Term	22
SFTY-05	Queen City Parkway Sidewalk Installation	Industrial Blvd	Candler Road	Install sidewalks on both sides of Queen City Pkwy.	Gainesville Unincorporated Hall Co.	Yes	Medium-Term	22
SFTY-11	Old Cornelia Hwy Corridor Safety Improvements	Jesse Jewell Parkway	Cemetery Road	Construct improvements in downtown Gainesville. Install sidewalks, roundabouts, right-in/right-out, roadway departure safety countermeasures.	Gainesville Lula Unincorporated Hall Co,	Yes	Medium-Term	22
SFTY-15	SR 365 Incident Area/Crash Investigation Site Installations	YMCA Dr	Hall Co. Line	Construct pull-off areas along the corridor to allow emergency responders and motorists to move incidents away from travel lanes. Area can also be used for crash investigation.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	22

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
SFTY-17	Candler Road Corridor Safety Improvements	I-985	Hall Co. Line	Construct sidewalks, roundabouts, right-in/right-outs, roadway departure countermeasures (where there are curve and visibility issues), without ROW acquisition.	Gainesville Unincorporated Hall Co.	Yes	Medium-Term	22
INT-01	Hilton Drive at Browns Bridge Road Intersection Improvements			Reconfigure or make geometric improvements. Specific safety countermeasures to consider include signalization of the intersection; installation of sidewalks along Browns Bridge Rd and Hilton Dr; and installation of a high-visibility crosswalks.	Gainesville	No	Medium-Term	21
SFTY-07	E.E. Butler Parkway Sidewalk Installation	High Street SE	I-985	Install sidewalks on both sides of the corridor.	Gainesville	Yes	Medium-Term	21
INT-03	I-985 at SR 53 Diverging Diamond Interchange			Convert the existing SR 53/I-985 interchange to a Diverging Diamond Interchange.	Oakwood	No	Medium-Term	20
R-07	Mountain View Road at Old Oakwood Road Roundabout			Reconfigure or make improvements - including a potential roundabout. An Intersection Control Evaluation should be completed.	Unincorporated Hall Co.	No	Medium-Term	20
CYC-01	Washington Street Cycling Improvements	Prior Street NE	John Morrow Parkway	Construct cycling improvements in downtown Gainesville. Improvements can include cycle track, semi-protected bike lanes, sharrows, or others.	Gainesville	Yes	Long-Term	18

*Safe Routes to School



Recommended for Washington Street
Cycling Improvements, Washington Street,
Gainesville, GA

07

Annual Monitoring and Evaluation



Downtown Gainesville,
City of Gainesville, GA

Evaluation Strategies and Metrics

*After establishing a baseline of safety conditions, providing a vision for the future, and deciding what strategies and actions should be taken to address safety, the **Safety Action Plan includes methods for evaluating the progress and efficacy of the safety strategies.***

Wider in scope than a before-and-after study of a single roadway, monitoring and evaluation makes it clear to all agencies, stakeholders, and the public, what steps have been taken to improve safety and how crash trends have changed. Below, a few strategies for self-evaluation are recommended.

Traffic Safety Committee

Action Plan Strategy: Integrate Safety into All Departments and Ensure Multi-Agency Coordination.

A Traffic Safety Committee will track the Safety Action Plan's implementation, to help it stay on track. A committed advisory group, who meets regularly, supports the success of individual projects and communication across agencies. The Traffic Safety Committee can include members of the Safety Action Plan Steering Committee.

While the committee's directives will ultimately be established based on member feedback, potential activities could include:

- ➔ Review updated crash/safety data to discuss new crash profiles or potential changes to the HIN
- ➔ Identify ongoing efforts and opportunities for coordination
- ➔ Provide feedback on equitable engagement strategies for different types of safety projects
- ➔ Serve in an advisory capacity on implementation actions and progress

Multi-Agency Fatal Crash Rapid-Response Team

Action Plan Strategy: Create and Implement a Multi-Agency Fatal Crash Rapid-Response Team, Integrating with Existing Georgia State Patrol Efforts where Possible.

After establishment of a Traffic Safety Committee, the committee can create a Fatal Crash Rapid-Response Team for fatal crashes. This team will work to understand the engineering and design failures at play when a fatal crash occurs. This can be done in close coordination with the Georgia State Patrol's Specialized Reconstruction Team. By responding to a fatal crash through a field survey and analysis of crash conditions, quick action and recommendations can be made to lessen the likelihood of a future crash occurring. The Fatal Crash Rapid-Response Team will meet to review police report details, observe behavior at the site, and document the current conditions at the scene of the crash. Members of the team can also serve on the Traffic Safety Committee to facilitate coordination and discuss implementation progress quarterly.

Complete Street Design Guidelines

Action Plan Strategy: Adopt a Complete Streets Policy; Adopt National Association of City Transportation Officials (NACTO) Design guidelines for roadways.

The adoption of Complete Streets supportive design guides by Hall County and the municipalities will update all existing design standards to reflect Complete Streets principles and prioritize the Safe System Approach. These design guidelines will advance safety principles and overall corridor livability throughout Hall County and will apply to future development, maintenance, and major roadway reconstruction projects.

Annual Report Card

The Hall County Safety Action Plan's implementation is a long-term commitment by multiple agencies and jurisdictions to traffic safety. To increase transparency between government and the general public, Gainesville-Hall Metropolitan Planning Organization (GHMPO) will publish progress reports annually. These reports are intended to offer a holistic picture of changes to policy, updates on implemented projects or programs, and most critically, changes in crash numbers and outcomes.

The report can include the following metrics:

Table 12 • Annual Report Card Metrics

METRICS	DATA SOURCE
Total killed or serious injury (KSI) crashes by jurisdiction and county-wide	GDOT Crash Data Dashboard, County HIN, County Road Network, Vulnerable Area Index
Map of KSI crashes in the county and in the municipalities	
KSI crash rate by jurisdiction	
Vulnerable road user KSI crashes by jurisdiction and countywide	
Number of KSI crashes in vulnerable areas (see Safer Road Users Action Item 2C)	
Percentage change in KSI crashes and crash types	Unified Planning Work Program, Capital Improvements Plan
Percentage of KSI crashes occurring on HIN	
Number of initiated safety projects in the year	
Number of continuing safety projects in the year	
Number of completed safety projects in the year	Public Works
Roadway design, traffic safety, and enforcement policy changes in the year	
Miles of new and repaired sidewalk	
Miles of new bikeway projects under construction	Sheriff's Department
Number of targeted enforcement campaigns conducted	
Number of educational campaigns conducted	Communications, Public Works, Safe Routes to School (SRTS) Program
Number of completed WeGO transit trips	Hall Area Transit, Hall County
Status of individual strategies and action items	Hall County, GHMPO

Strategies and Metrics Template Table

A simplified version of the strategies and actions table from Chapter 5, this table can be included in the annual monitoring report.

Table 13 • Safer Road Users Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Adopt a Zero-Death resolution by 2050 at each level of government.	Zero-Death resolution adopted.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood)
1.B	Share annual progress reports. Commit to the semi-annual report card summary (see Annual Report Card Table above) in the Zero-Death resolution.	Two annual reports with summary statistics.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood)
1.C	Continue participation in Georgia Association of Metropolitan Planning Organizations.	Active representative attends Georgia Association of Metropolitan Planning Organizations meetings.	GHMPO
2.A	Develop engagement and safety education materials in Spanish.	Bilingual education campaigns (flyers, slogans, presentations).	Hall County
2.C	Develop a vulnerable area index that accounts for socioeconomic factors to use during project prioritization.	Map of vulnerable areas and scores.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.A	Launch road safety education campaigns targeting risky behaviors like aggressive driving and speeding.	Number of safety campaigns launched. Reduction in KSI crashes and speeding.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood) / GDOT
3.B	Conduct trainings for County, GHMPO, and City staff on safety countermeasures and Complete Streets policies and best practices.	Number of staff engaged in trainings.	GHMPO / GDOT / Cities of Flowery Branch, Oakwood, and Gainesville
3.C	Implement targeted enforcement actions in high-crash zones to address risky behaviors like failure to yield to pedestrians, speeding, distracted driving.	Number of targeted enforcement campaigns. Reduction in tickets after repeated enforcement.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Table 14 • Safer Roads Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Adopt a Complete Streets Policy.	Complete Streets Policy added to local code.	Hall County / City of Flowery Branch / GHMPO
1.B	Adopt NACTO design guidelines for roadways.	Design Guidelines added to the Roadway Standards.	GHMPO / Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.C	Review and update existing policies and plans (Access Plan, Land Disturbance Permit, Development Plans, County and Cities Street Lighting Policy, County Residential Speed Control Program, and Traffic Calming Device and Speed Hump Program) for multimodal and safety considerations.	Plans and policies updated to create safe multimodal travel.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.D	Update Design Standards and Traffic Operations Procedures to reflect the Complete Streets Policy and to allow encourage innovation in safety practices (e.g., quick-build and pilot projects).	Update to the Roadway Standards.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.E	Create and adopt Quick-Build Policy and Pedestrian Crossing Policy.	Policy added to local code.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.A	Implement safety treatments along the HIN.	Number of projects on HIN. Reduction in KSI crashes. Number of completed safety projects in the year.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville / GDOT
2.B	Implement signal and operational improvements along the HIN.	Number of improvements on HIN. Reduction in KSI crashes.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.C	Diversify funding sources for long-term funding availability.	Number of grant applications. Amount of funding secured.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Table 14 continued

#	ACTION	METRICS	AGENCIES INVOLVED
2.D	Review and update the reconstruction and resurfacing prioritization process with greater weight given to safety needs.	Update the reconstruction and resurfacing selection to prioritize dangerous roadways.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.A	Update the sidewalk gap inventory and priority projects list.	Current inventory of sidewalk gaps and priority projects made available.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.B	Create a motorcycle safety priority project list.	Current list of motorcycle priority projects made available.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.C	Implement targeted lighting installation program, starting with poorly lit HIN segments. Combine lighting installation with other safety countermeasure projects.	Number of lighting improvements installed. Increase in miles of HIN with adequate lighting.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville / Georgia Power / GDOT
3.D	Identify high-priority pedestrian and bicycle safety improvements in Gainesville.	Current list of pedestrian and bicycle priority projects made available.	City of Gainesville Public Works / GDOT
3.E	Identify high-priority intersection improvements on high-speed, non-interstate roadways within Flowery Branch.	Current list of intersection priority projects on high-speed roads made available.	City of Flowery Branch Public Works / GDOT
3.F	Identify high-priority corridor improvements on high-speed, non-interstate roadways within Oakwood.	Current list of priority projects on high-speed roads made available.	City of Oakwood Public Works / GDOT
4.A	Develop SRTS Plans in each municipality.	Completed SRTS Plans.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville / GDOT
4.B	Apply for funding through GDOT to finance the implementation of safety improvements in high-priority school zones.	Amount of funding secured.	GHMPO / Cities of Flowery Branch, Oakwood, and Gainesville / Hall County / GDOT
5.A	Develop a Rural Road Safety Program and coordinate rural safety improvements with maintenance activities.	Number of safety and maintenance projects in rural areas. Reduction in rural KSI crashes.	Hall County GHMPO Cities of Flowery Branch, Oakwood, and Gainesville GDOT

Table 15 • Safer Vehicles Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Equip public vehicle fleet with safety technologies, including automatic emergency braking, forward collision warning systems, lane keep assist, etc.	Percentage of public fleet equipped with safety technology.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville
1.B	Integrate and connect small, electric mobility options in high visibility microtransit, scooters, bike sharing, and golf carts. Deploy through zones and road classifications.	Presence of micromobility and microtransit service.	WeGO / Hall County Area Transit / Public Works

Table 16 • Safer Speeds Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Update Roadway Design Standards to include “self-enforcing” roads that naturally encourage speed-limit adherence.	Update to the Roadway Standards.	GMHPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville
1.B	Update the Hall County and Gainesville Traffic Calming Policies to prioritize HIN improvements and diversify traffic calming devices.	Updated policy. Number of traffic calming treatments close to HIN. Reduction in speeding and KSI crashes on treated roads.	Hall County Public Works / City of Gainesville Public Works
1.C	Develop a Residential Traffic Calming Policy for Oakwood and Flowery Branch.	Policy adopted by the cities.	City of Flowery Branch Public Works / City of Oakwood Public Works
1.D	Adjust traffic signal timings to increase pedestrian crossing times and to encourage driving at lower speeds.	Reduced pedestrian crashes at intersections.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.E	Increase use of speed feedback signs on HIN.	Number of signs placed on HIN. Change in speeding tickets issued. Reduction in KSI crashes on HIN.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.A	Identify and implement context-appropriate, lower speed limits on HIN.	Number of street segments where posted speeds were reduced.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.B	Implement school-zone speed safety cameras along and near the HIN, along high-speed arterials, and in school zones with documented speeding problems.	Number of school zones with speed cameras. Reduction in speeding in school zones.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.C	Move away from the 85th percentile method for setting speed limits.	Change in speed-limit setting methodology. New low-speed zones. New speed limits for certain zoning districts or road classifications.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville

Table 17 • Post-Crash Care Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Create and implement a multi-agency Fatal Crash Rapid-Response Team (Traffic Safety Committee), integrated with the existing Georgia State Patrol where possible.	Regular meeting of committee. Participation from all stakeholders.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville / Hall County Sheriff's Office / Municipal police departments / GDOT / Georgia State Patrol (Specialized Reconstruction Team)
1.B	Update and expand systemic safety analysis to monitor the progress and effect of strategies and actions. Update the Safety Action Plan at least every five years.	Release of updated Safety Action Plan in 2030.	GHMPO
1.C	Update crash data annually and incorporate findings in strategic safety planning.	Publish annual crash trends.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville



Athens Highway (US 129/GA 11) and
Gainesmill Road, Gainesville, GA, corridor
on All Modes, High Injury Network



Appendices

Hall County Safety Action Plan

ADOPTED MAY 2025

HALL COUNTY, GEORGIA





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Safety Analysis





Gresham Smith

Equity Analysis Technical Memorandum

Project Name: HALL COUNTY SAFE STREETS FOR ALL (SS4A) PLAN
Date: AUGUST 16, 2024

Project Introduction:

Hall County – together with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and the cities of Oakwood, Flowery Branch and Gainesville – has begun the process of developing a Safety Action Plan (SAP). The primary goal of the SAP is to establish a plan to reduce crashes and improve traffic safety within Hall County. The U.S. Department of Transportation (USDOT) has identified prioritizing equity as a key component of a successful SAP. The Federal Highway Administration (FHWA) defines equity as: “the consistent and systemic, fair, just and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment in the past”.¹ If the goal of a successful safety action plan is the elimination of roadway traffic fatalities and severe injuries, then it should also inherently eliminate disparities by prioritizing equity.

Analysis Methodology:

The FHWA has explicitly defined equity considerations as being a required part of any successful SS4A Plan. Furthermore, the USDOT has defined equity as a department-wide strategic goal. The USDOT has also released an SS4A Self-Certification Eligibility Worksheet that explicitly details how equity considerations should be included in successful SS4A Plans. As such, the project team has reviewed American Community Survey (ACS) and Justice40 data to identify underserved communities. This process will allow for the project team to eventually complete an initial equity impact assessment for proposed projects and strategies.

Demographic Data:

The most recently available ACS 5-year estimate data for Hall County reveals 204,953 residents as of 2022 – representing a 13.34% (24,122) increase from the 180,831 residents that were present in the 2012 ACS 5-year estimates (see Table 1) – a growth rate common amongst Atlanta’s suburban and exurban counties. The growth rate also highlights the likely continued need for transportation investments to keep up with growing demand. The project team also analyzed Hall County’s race and ethnicity data, and compared it to statewide and national averages in order to determine what historically underserved or Title VI² populations may be present in significantly disproportionate numbers (see Table 2). Key findings from an analysis of the demographic data include:

- Hall County’s Hispanic or Latino³ population (29.3%) *far* surpasses both statewide (10.1%) and national (18.7%) averages
- Hall County’s percentage of households speaking primarily Spanish (21.5%) *far* surpasses both statewide (7.7%) and national (12.7%) proportions

¹ Executive Order 13985

² Title VI of the Civil Rights Act of 1964 is a federal law that protects people from discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance.

³ Of any race

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Equity Analysis Technical Memorandum
HALL COUNTY SS4A PLAN
 August 16, 2024

- Hall County's percentage of population below the poverty level (13.5%) *modestly* outpaces the national poverty rate (12.5%) and matches the statewide poverty rate (13.5%)
- Hall County's population percentage that reports driving alone to work regularly (87.8%) *far* surpasses both the statewide (74.2%) and national (71.7%) rates

Table I: Population Growth Trends in Hall County

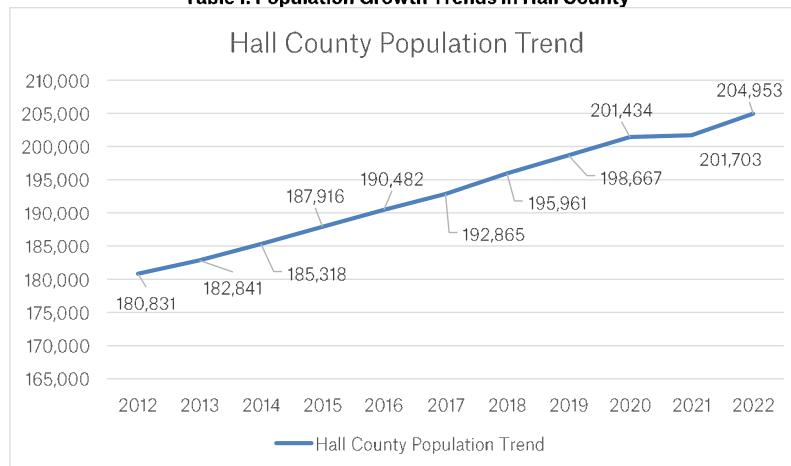


Table 2: Hall County Demographics

Demographic	Hall County	Georgia	United States
Under 18 Years	50,269 (24.5%)	2,512,545 (23.4%)	73,213,705 (22.1%)
65 Years and Over	31,704 (15.5%)	1,540,445 (14.4%)	54,737,648 (16.5%)
Combined Under-18/Over-65	81,973 (40%)	4,052,990 (37.8%)	127,951,353 (38.65%)
Black or African American	14,002 (6.8%)	3,373,948 (31.5%)	41,288,572 (12.5%)
Asian	4,199 (2.0%)	465,487 (4.3%)	19,112,979 (5.8%)
White	147,504 (72.0%)	5,820,019 (54.3%)	218,123,424 (65.9%)
Hispanic or Latino	60,087 (29.3%)	1,078,457 (10.1%)	61,755,866 (18.7%)
Households Speaking Spanish*	14,915 (21.5%)	303,832 (7.7%)	16,017,296 (12.7%)
Drive Alone to Work	85,579 (87.8%)	3,716,507 (74.2%)	112,314,702 (71.7%)
Population below Poverty Level	27,392 (13.5%)	1,415,573 (13.5%)	40,521,584 (12.5%)
Total Population	204,953	10,722,325	331,097,593

*This statistic based on percentage of total households (rather than population)

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Equity Analysis Technical Memorandum
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Justice40:

The findings from the analysis of Hall County's demographic characteristics correlate with several specific Justice40 metrics. The Justice40 initiative is a government-wide initiative that sets a general goal of "40% of benefits of certain federal investments" flowing to communities that historically have been overburdened or underserved. At the census tract level, communities that meet one "burden threshold" (based on income, educational attainment or other demographic characteristics) as well as an additional socioeconomic threshold (related to climate change, energy, health, housing, legacy pollution, transportation, water/wastewater or workforce development) are determined to be "disadvantaged". The project team conducted a detailed analysis of Justice40 metrics utilizing the federal government's Climate and Economic Justice Screening Tool (CEJST) to further detail exactly where in Hall County historically disadvantaged populations may live. A detailed analysis of each census tract (and the Justice40 metrics each may either meet or fall short of) within Hall County can be found in **Appendix I: CEJST Summary**. Utilizing the CEJST data, the following census tracts within Hall County were identified as "disadvantaged" per Justice40 guidance⁴:

- Census Tract 1.01
- Census Tract 7.01
- Census Tract 8.00
- Census Tract 11.01
- Census Tract 12.01
- Census Tract 13.01
- Census Tract 6.00
- Census Tract 7.02
- Census Tract 10.03
- Census Tract 11.02
- Census Tract 12.02

A map of those census tracts qualifying as disadvantaged can be found in **Appendix II: Disadvantaged Census Tract Map**.

Geographic Description of Disadvantaged Areas:

Those areas defined as disadvantaged per the equity analysis, are roughly the east-central and northeast portions of the county. The areas generally correspond to the eastern and southern portions of the City of Gainesville, the City of Lula, and the areas of unincorporated Hall County that surround both. Characteristics of these areas include lower-income households, lower high school graduation rates, greater barriers to transportation, greater instances of homes with no indoor plumbing, higher instances heart disease, and closer proximity to superfund sites requiring EPA monitoring than the rest of Hall County. Those areas of Hall County northwest of I-985 tend to be wealthier, healthier and more mobile (greater access to transportation).

Equity Crash Analysis:

Using the above census tracts as a guide, the project team then analyzed those crashes that occurred within the identified disadvantaged areas. Of the 33,697 crashes that occurred in Hall County from 2018 to 2022 (excluding crashes on I-985), 16,303 (or 48.4%) occurred within census tracts identified as historically disadvantaged (despite those census tracts making up less than 45% of total county area). A breakdown of major crash characteristics in disadvantaged areas (compared to the county as a whole) can be found in Table 3.

⁴ Due to the complex, multi-agency datasets utilized as part of the Justice40 program (which have not all been updated to 2020 census data yet), these census tracts are geographically based on the 2010 census, but generally use data from sources that are much more recent.



Equity Analysis Technical Memorandum
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These results show that some crashes are more (or less) common in disadvantaged areas than others. For example, injury crashes (KAB) are slightly less common in disadvantaged areas, whereas non-injury crashes (CO) are slightly more common in those areas. Furthermore, pedestrian related crashes are slightly more common, while motorcycle related crashes are *far* less common in disadvantaged areas. Finally, hit-and-run accidents seem to be slightly more common in disadvantaged communities.

Table 3: Equity Area Crash Characteristics

Crash Type	Disadvantaged Areas	Hall County
Fatal (K) Crashes	43 (0.26%)	123 (0.37%)
Severe Injury (A) Crashes	209 (1.28%)	495 (1.47%)
Minor Injury (B) Crashes	1,179 (7.23%)	2,623 (7.78%)
Complaint of Injury (C) Crashes	2,685 (16.47%)	5,351 (15.88%)
Non-Injury (O) Crashes	12,157 (74.57%)	25,028 (74.27%)
Bicycle Related	11 (0.07%)	39 (0.12%)
Pedestrian Related	107 (0.67%)	167 (0.50%)
Motorcycle Related	1 (0.006%)	180 (0.53%)
Hit-and-Run Related	1,921 (11.78%)	3,534 (10.49%)
Age-Related (<24)	6,818 (41.82%)	14,178 (42.06%)
Age-Related (>55)	5,935 (36.40%)	12,311 (36.52%)
All Crashes	16,303	33,697

Geographic Description of Disadvantaged Areas:

Analyzing both Justice40/CEJST data, as well as ACS and census data, for Hall County shows that there are several historically disadvantaged communities present that may need to be considered during equity discussions moving forward. Particularly, Spanish-speaking, low-income and transportation disadvantaged communities stand out as being especially relevant for the purposes of Hall County's SS4A Plan. Special consideration should be taken to ensure accessibility of the study for these communities, and to ensure that the plan is developed with these communities in mind. Future proposed project or policy improvements should always be made while considering impacts to these communities.

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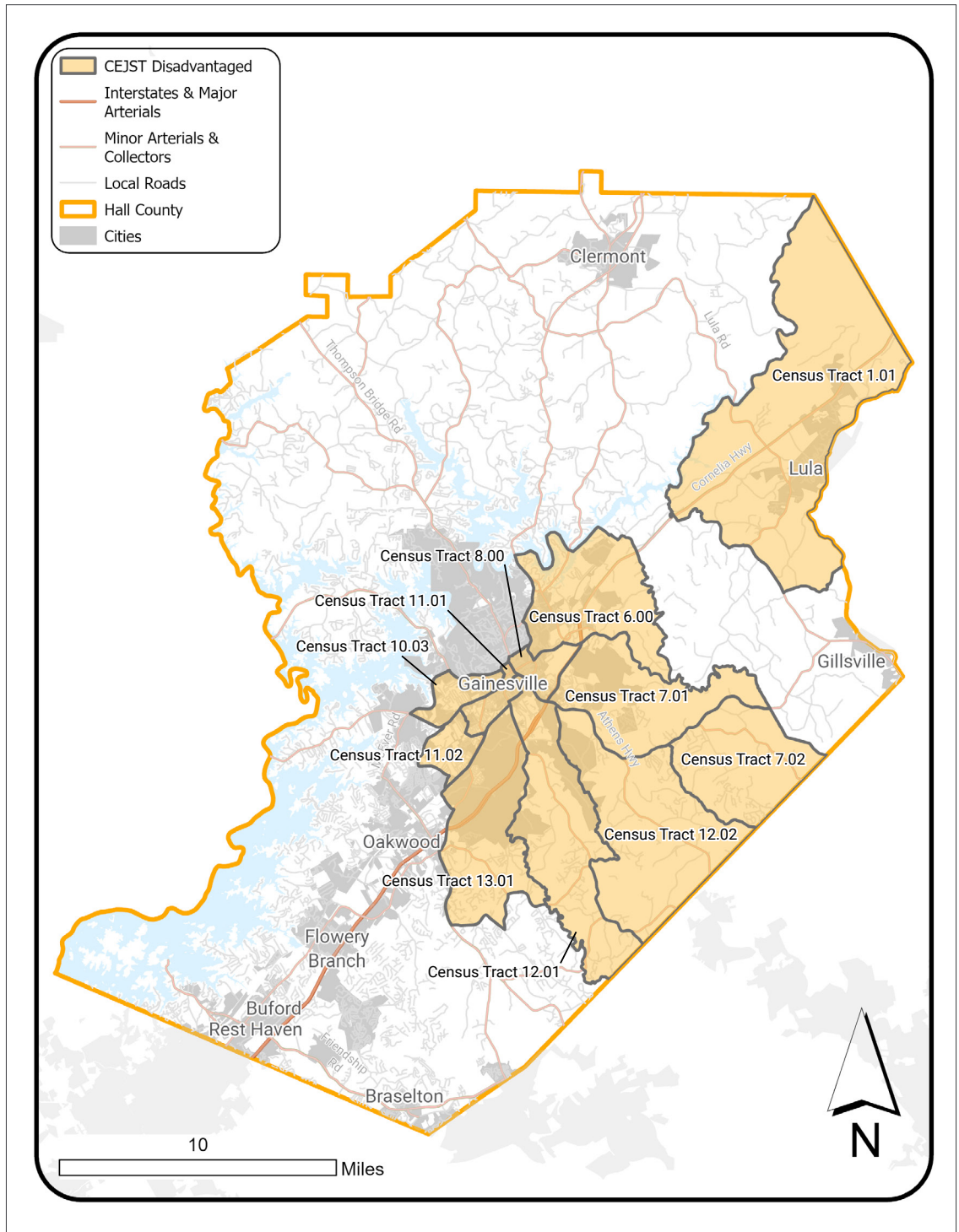
Appendix I: CEJST Summary

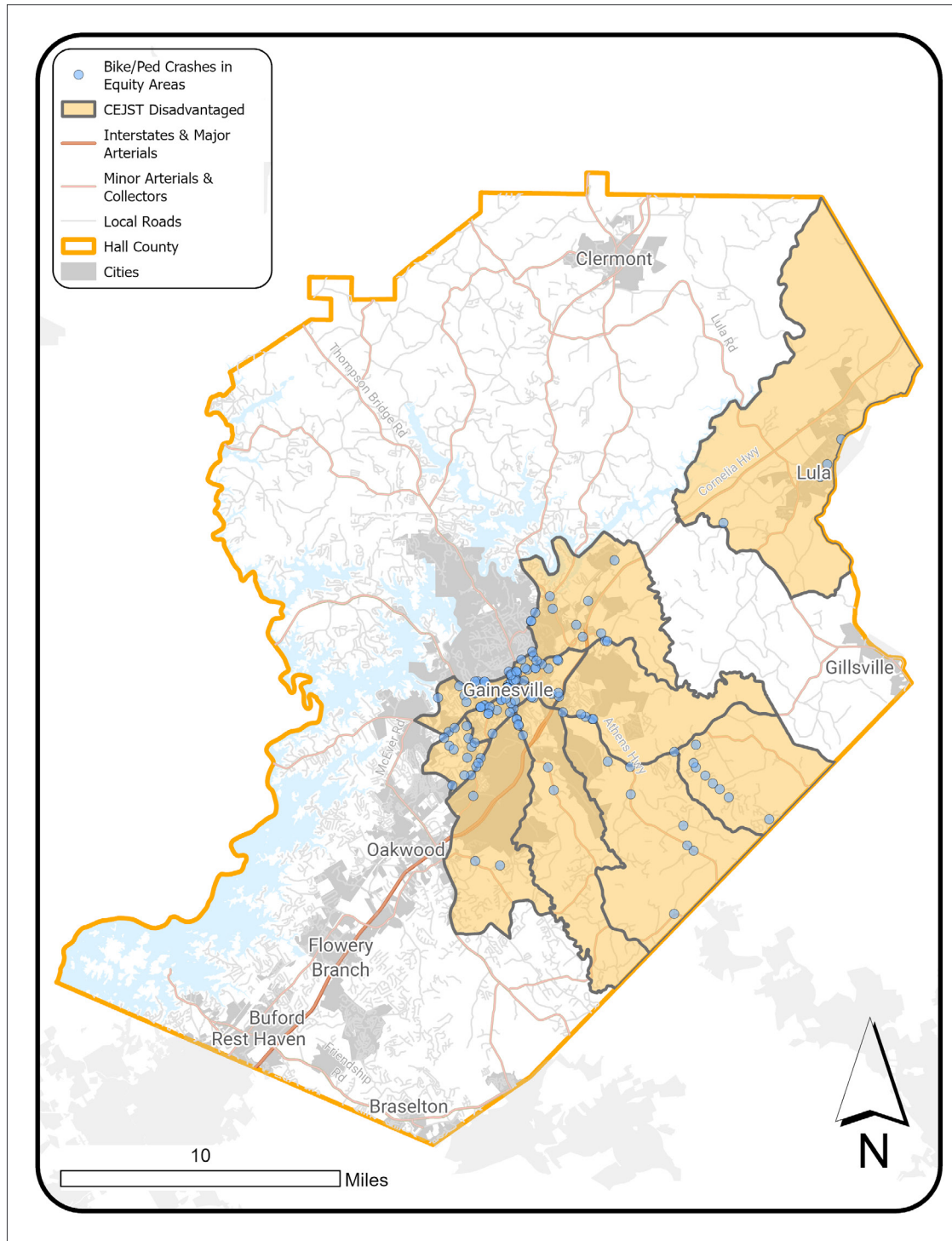
Census Tract	Expected Agricultural Loss Rate	Expected Building Loss Rate	Expected Population Loss Rate	Projected Flood Risk	Projected Wildfire Risk	Climate Disadvantaged	Energy Cost	PM2.5 in the Air	Energy Disadvantaged	Asthma	Diabetes	Heart Disease	Low Life Expectancy	Health Disadvantaged	Housing Cost	Lack of Green Space	Lack of Indoor Plumbing	Lead Paint	Housing Disadvantaged	Abandoned Mine Land	Proximity to Hazardous Waste Sites	Proximity to Toxic Management Plan Areas	Proximity to Superfund Sites	Legacy Pollutant Disadvantaged	Diesel Particulate Matter Exposure	Transportation Barriers	Traffic Proximity and Volume	Transportation Disadvantaged	USTs and Releases	Wastewater Discharge	Water & Wastewater Disadvantaged	Linguistic Isolation	Low Median Income	Poverty	Unemployment	High School Education	Workforce Development Disadvantaged				
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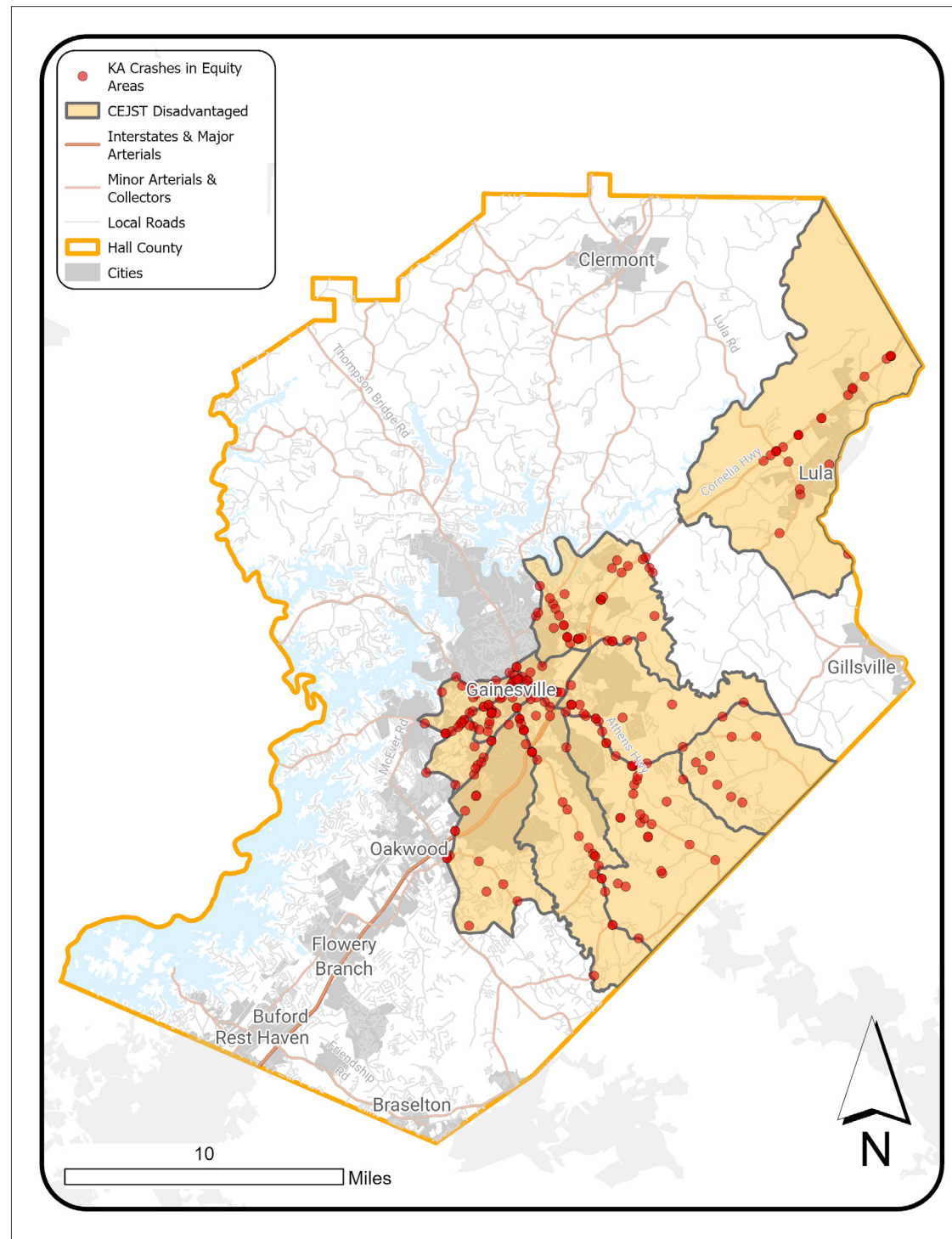
Disadvantaged Census Tracts

Disadvantaged Census Tracts

Appendix II: Disadvantaged Census Tract Map









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Hall County Safe Streets for All (SS4A) Action Plan

HIGH INJURY NETWORK METHODOLOGY October, 2024

Introduction

Official Safety Action Plan (SAP) guidance released by the Federal Highway Administration (FHWA) cites eight specific components of successful plans, including a full safety analysis. As part of that safety analysis, that same guidance calls for a “geospatial identification of higher-risk locations (a high injury network or equivalent)”¹. This memorandum outlines the steps and scores that go into identifying a High Injury Network (HIN) – including a review of the data analysis and plan review completed to date as part of that effort.

Dataset Preparation

For the purposes of this project, the initial crash trends analysis examined all crashes from January 1, 2018 to December 31, 2022 within Hall County, Georgia. The data used for this analysis was accessed via the Georgia Department of Transportation’s (GDOT’s) Numetric platform (also known as AASHTOWare). Further refining the dataset included removing all crashes occurring on private property, as well as those along the mainline sections of Interstate 985 (I-985). While vehicle crashes do occur along I-985, inclusion of the crashes is likely to skew data – disproportionately representing a facility within the HIN over which Hall County does not have direct jurisdictional authority (crashes on interstate ramps were maintained). The data was also spot-checked to verify that fatal and serious injury crashes did in fact occur at the locations reported in the data, as well as to verify that latitude and longitude were included for all fatal and serious injury crashes. With these modifications, a baseline crash dataset of 33,697 non-interstate crashes was obtained.

Background Data & Plan Review

The most effective HINs are based on an extensive review of crash data, relevant case studies and by insuring alignment with the Georgia Strategic Highway Safety Plan (SHSP). The 2022-2024 Statewide SHSP outlines nine specific emphasis areas considered “to be the top contributing factors of crashes, serious injuries, and fatalities in Georgia”². Those nine emphasis areas are shown below:

- Pedestrian Safety
- Older Drivers (55+ years)
- Occupant Protection (Seatbelts, etc.)
- Young Adult Drivers (24 years or younger)
- Intersection Safety & Roadway Departures
- Motorcycle Safety
- Impaired Driving
- Distracted Driving
- Bicycle Safety

In performing the initial crash analyses to inform the project’s HIN, consideration was given to these emphasis areas already identified as potentially leading to greater numbers or increased severity of crashes. However, as there is no universally accepted single standard for HIN methodologies, a preliminary analysis of crash attributes and a review of existing case studies were needed to develop a HIN methodology specific to Hall County.

Case Studies

City of Atlanta - The City of Atlanta’s most recent HIN focused on locations that experienced a high number of severe crashes in a five-year period. The Atlanta HIN analysis excluded access-controlled roads. In contrast to the previous

¹ <https://www.transportation.gov/grants/ss4a/comprehensive-safety-action-plans>

² <https://www.gahighwaysafety.org/wp-content/uploads/2022/01/SHSP-2022-24.pdf>

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HALL COUNTY SS4A ACTION PLAN**High Injury Network Methodology Development**

HIN (which spatially summed the number of fatalities and injuries within 25 feet of each roadway segment), the newer HIN was developed using the equivalent property damage only (EPDO) method, also known as crash severity weighted frequency. This method refers to the societal costs of fatal, injury, and property-damage only crashes. The methodology used blended cost and weight for fatal (K) and suspected serious injury (A) crashes, consistent with the Atlanta Regional Commission (ARC) Regional Safety Strategy (RSS). It divided the blended KA crash cost by the PDO crash cost to develop the EPDO weight, using average crash costs from the RSS. This methodology also drew on data from GDOT's road data inventory to aggregate high crash segment and intersection locations. They also used categories to determine intersection areas of influence based on average block length within Census block groups.

Southern California Association of Governments (SCAG) – SCAG included five years of crash data, considering only collisions resulting in fatalities or serious injuries. The methodology included auto-auto, auto-bike, and auto-pedestrian collisions. Crashes were analyzed at the corridor level (one-mile segment lengths), excluding highways. To establish a threshold for the percentage of victims included in the HIN, the SCAG team successively added segments greater than 0.25 miles in length in order from greatest to least number of victims per mile, until they reached 65% of the victims of a given collision mode was met. SCAG did not apply weighting for collision severity, geography, population characteristics, or modes. Data was normalized by calculating victims-per-mile based on the number of seriously injured victims and fatalities involved along a road segment.³

Kansas City Vision Zero - Kansas City, MO developed its HIN to include roadway segments and intersections. They included fatal, serious injury, and minor injury crashes, which were joined to the road network, using a 40-foot buffer for segments and a 200-foot buffer for intersections. The three crash severities were aggregated using a weighted intensity for each segment and for each intersection. Fatal crashes were assigned a score of 20 points, serious injuries four points, and minor injuries one point. Those values were chosen to approximate the equal scale of the average crash cost to society. The weighted segments and intersections were overlaid on the roadway network to establish the HIN and identify High Injury Intersections.⁴

The HIN was divided into four levels of priority (top, high, medium, and moderate) and compared by the percentage of fatal and serious injury crashes (referred to as KSI for killed or seriously injured) as well as the proportion of centerline miles represented in each priority network, allowing the team to compare the KSI crash rate among each of the HINs as well as with roads not in the HIN.

Nashville Vision Zero Action Plan⁵ – The Nashville Vision Zero Action Plan removed federally-managed freeways and on- and off-ramps as well as crashes associated with these facilities, to avoid skewing the data given the high volume of vehicle miles traveled on these roads. Crashes that were within 50 feet of another road segment (at intersections) were snapped to the facility with the highest functional classification for the purposes of establishing an HIN.

Collision points were weighted for severity, vulnerable users, and equity in a manner that emphasized fatal or severe collisions but did not ignore the risks of minor injury crashes. The weighting scheme was as follows, with the highest possible value of 45:

- Severity Index: Fatality – 15; Serious injury – 5; Minor injury – 0.5
- Vulnerable Users: Collisions involving bicyclists and pedestrians - multiply severity index by 1.5.

³ <https://scag.ca.gov/sites/main/files/file-attachments/scag-hin-methodology-072022.pdf>

⁴ <https://www.kcmo.gov/home/showdocument?id=9018>

⁵ <https://www.nashville.gov/departments/transportation/plans-and-programs/vision-zero/action-plan>

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HALL COUNTY SS4A ACTION PLAN

High Injury Network Methodology Development

- Equity: Collisions within a highly vulnerable area were multiplied by 2 (vulnerable areas were defined using regional methods)

To establish the HIN, crashes within 50 feet of the prepared network were spatially joined to segments so that a segment-based weighted severity index could be determined for each segment. Secondly, all collisions directly on the analysis network were joined to the road centerline network. This enabled the team to “accumulate” KSI collisions with the draft HIN – to determine how many collisions are captured by HIN streets. Then the length in miles of the HIN was calculated (with a minimum segment length of 0.25 miles) and the final HIN was determined by dividing the weighted collisions on a segment by the calculated length in miles. Road segments were sorted in descending order by HIN score and the percentages of total road network, fatal and serious injury crashes, and all injury crashes were calculated. Comparing these, a threshold of 59% of KSI collisions was ultimately selected. Segments with only one (1) collision and shorter than 0.25 miles were removed from the HIN.

While conducting an initial screening of Hall County crash data and reviewing HIN case studies from other areas, the project team kept several important considerations in mind:

- *Does a single HIN for the county make sense, or should separate HINs be developed by mode (passenger car, motorcycle, pedestrian, etc.)?*
- *Should the societal cost of wrecks play a role in our development of a HIN (cost considerations are considered in some other local HIN methodologies, such as the City of Atlanta’s)?*
- *Should emphasis be placed on the location of severe crashes or crashes with specific attributes? Or should emphasis be placed on where the most crash victims (e.g. most severe crashes vs. most crashes in general) are located?*

Initial Hall County Crash Data Findings

Keeping these high-level considerations in mind, the project team conducted a high-level analysis of the county’s existing crash data. The following summary of findings reflects crashes not on private property or along interstates. The crash data included seventy-three (73) unique attributes used to analyze vehicle crash trends within Hall County. Key findings include:

- 33,697 total non-interstate crashes
- 123 fatal (K) and 496 serious injury (A) crashes
- Less than 1% of non-interstate crashes were fatal (123) and these resulted in 130 fatalities
- Roughly 1.5% of non-interstate crashes resulted in serious injuries (496) to a total of 625 people
- Less than 1% of non-interstate crashes involved cyclists/pedestrians (206), yet these represent almost 9% of KA crashes
- Motorcycle crashes represent 0.53% of non-interstate crashes but 6.31% of KA crashes
- Roughly 7% of crashes within the original dataset occurred on I-985 (these were removed)
- More than 50% of non-interstate crashes appear to occur on roughly 26 roads
- A majority (roughly 23,641) of non-interstate crashes appear to be intersection-related

Based on a review of non-interstate crashes and other HIN methodologies, preliminary overall Hall County crash data, and in an effort to align with the Georgia SHSP, this memorandum has identified ten potential vehicle crash attributes or contributing factors to review while developing the county’s HIN and for consideration in developing the crash profiles. In no particular order, those are:

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1. Manner of Collision (Head on, Sideswipe, etc.)
2. Lighting (Dark, Dawn, Dusk, Daylight, etc.)
3. Vulnerable Roadway Users (VRUs; Motorcycles, Pedestrians, Bicyclists, etc.)
4. Impaired Driving
5. Aggressive Driving
6. Speed Related
7. Distracted Driving
8. Age Related
9. Roadway Departure Related
10. Hit and Run Related

The following sections briefly summarize findings from a review of the non-interstate crash data in each of the above categories.

Crash Severity (KABCO Score)

The goal of most Safety Action Plans is to achieve a substantial (or complete) reduction in fatal and severe injury crashes (KA crashes) over time. Analyzing the Hall County vehicle crash dataset by KABCO severity score gives us a breakdown of what percentage of crashes result in fatal injuries (K), severe injuries (A), suspected minor injuries (B), possible injuries (C), or no injuries (O). The vehicle crashes in Hall County from 2018 to 2022 broken down by severity can be seen in *Table 1: Hall County Vehicle Crashes by KABCO Severity (2018-2022)*.

Table 1: Hall County Vehicle Crashes by KABCO Severity (2018-2022)

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	22	74	454	1,024	5,285	0	6,859
2019	17	71	451	1,120	4,907	0	6,566
2020	27	129	532	899	4,266	0	5,853
2021	24	119	556	1,126	5,289	0	7,114
2022	33	102	630	1,182	5,358	0	7,305
Total	123	495	2,623	5,351	25,105	0	33,697
	0.37%	1.47%	7.78%	15.88%	74.50%	0.00%	100%

Manner of Collision

Manner of collision refers to the way in which two vehicles initially come into contact (angle, head on, rear-end, etc.). By analyzing Hall County vehicle crashes by manner of collision, the project team can get a better idea of those types of collisions that may be more (or less) common within Hall County. A summary of Hall County's crashes broken down by manner of collision can be found in *Table 2*.

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Table 2: Hall County Vehicle Crashes by Manner of Collision (2018-2022)

Year	Manner of Collision							Total Crashes
	Angle	Head On	Rear End	Sideswipe (Same Direction)	Sideswipe (Opposite Direction)	Not a Collision w/ a Vehicle	Not Specified	
2018	1,802	139	2,631	537	168	1,565	17	6,859
2019	1,770	153	2,782	536	153	1,160	12	6,566
2020	1,692	156	2,116	396	164	1,321	8	5,853
2021	2,106	168	2,647	509	163	1,514	7	7,114
2022	2,216	153	2,735	553	186	1,451	11	7,305
Total	9,586	769	12,911	2,531	834	7,011	55	33,697
	28.45%	2.28%	38.31%	7.51%	2.47%	20.81%	0.16%	100%

It is also possible to summarize the Hall County crash data further, by analyzing only fatal (K) and severe injury (A) crashes by manner of collision. This will allow the project team to identify those manners of collision that may qualify as a specific challenge area for Hall County. A summary of Hall County's KA Crashes by manner of collision can be found in *Table 3*.

Table 3: Hall County KA Crashes by Manner of Collision (2018-2022)

Year	Manner of Collision							Total KA Crashes
	Angle	Head On	Rear End	Sideswipe (Same Direction)	Sideswipe (Opposite Direction)	Not a Collision w/ a Vehicle	Not Specified	
2018	26	12	4	1	4	49	0	96
2019	32	11	8	3	1	33	0	88
2020	63	21	16	1	4	51	0	156
2021	44	23	18	1	4	53	0	143
2022	48	17	18	1	1	50	0	135
Total	213	84	64	7	14	236	0	618
	34.47%	13.59%	10.36%	1.13%	2.27%	38.19%	0.00%	100%

A quick examination of the two datasets shows that angle collisions, head-on collisions, and collisions with objects other than motor vehicles all resulted larger shares of KA crashes than the crash dataset overall. Angle crashes are 28.45% of all non-interstate crashes, but 34.47% of KA crashes; head on collisions are 2.28% of all non-interstate crashes, but 13.59% of all KA non-interstate crashes; and finally, collisions with other objects are 20.81% of all non-interstate crashes, but 39.19% of all KA non-interstate crashes. This may mean that vehicle crashes with these three manners of collision may represent a specific challenge area for Hall County, which should be taken into consideration while developing the county's Safety Action Plan and potentially as part of the HIN.

Lighting

Presence of effective street lighting can often be a determining factor in vehicle crash severity. The dataset obtained via Numetric allows the project team to analyze Hall County vehicle crashes by lighting at the time of the crash [dawn, daylight, dusk, dark (lighting), and dark (no lighting)]. Breaking out Hall County crash data by lighting will provide a baseline for the dataset and will potentially allow the project team to determine if some lighting conditions result in

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more severe vehicle crashes than others. A summary of Hall County's vehicle crashes from 2018 to 2022 by lighting conditions can be found in *Table 4*.

Table 4: Hall County Vehicle Crashes by Lighting Conditions (2018-2022)

Year	Lighting Conditions						Total Crashes
	Dawn	Daylight	Dusk	Dark-Lit	Dark-Not Lit	Not Specified	
2018	118	5026	99	511	1105	0	6,859
2019	103	4892	95	498	978	0	6,566
2020	100	4314	88	414	927	10	5,853
2021	82	5222	113	512	1175	10	7,114
2022	92	5392	92	563	1153	13	7,305
Total	495	24,846	487	2,498	5,338	33	33,697
	1.47%	73.73%	1.45%	7.41%	15.84%	0.10%	100%

Analyzing fatal (K) and severe injury (A) vehicle crashes by lighting condition and comparing them to all vehicle crashes by lighting condition, will help the project team identify if there are certain lighting conditions that are more likely to result in crashes with more severe outcomes. A summary of Hall County KA crashes by lighting conditions can be found in *Table 5*.

Table 5: Hall County KA Crashes by Lighting Condition (2018-2022)

Year	Lighting Conditions						Total KA Crashes
	Dawn	Daylight	Dusk	Dark-Lit	Dark-Not Lit	Not Specified	
2018	3	57	0	8	28	0	96
2019	2	58	2	5	21	0	88
2020	1	95	4	11	45	0	156
2021	1	89	3	5	45	0	143
2022	3	79	1	10	42	0	135
Total	10	378	10	39	181	0	618
	1.62%	61.17%	1.62%	6.31%	29.29%	0.00%	100%

A quick review of the resulting data shows that vehicle crashes in dark, unlit areas are a much larger proportion of KA crashes (29.29%) than they are of vehicle crashes overall (15.84%) - representing another potential challenge area for Hall County.

Vulnerable Roadway Users (VRUs)

Vulnerable roadway users are those people who are travelling on or near roadways without the use of a motor vehicle (such as pedestrians, cyclists, motorcyclists, and people with disabilities or reduced mobility). Because VRUs exist outside of the protection provided by an automobile, they are particularly at-risk for severe outcomes during collisions with motor vehicles. A baseline summary of Hall County crash data by the presence of VRUs can be found in *Table 6*.

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Table 6: Hall County Vehicle Crash Data by Presence of VRUs (2018-2022)

Year	Crashes Involving VRUs					Total Crashes
	Bicycle	Pedestrian	Motorcycle	Scooter	Non-VRU	
2018	8	42	86	0	6773	6,859
2019	11	32	88	0	6491	6,566
2020	10	30	89	0	5781	5,853
2021	5	33	97	0	7036	7,114
2022	5	30	111	0	7230	7,305
Total	39	167	471	0	33,311	33,697
	0.12%	0.50%	1.40%	0.00%	98.85%	100%

While a summary of Hall County's KA crashes broken down by the presence of VRUs can be found in **Table 7**.

Table 7: Hall County KA Crash Data by Presence of VRUs (2018-2022)

Year	Crashes Involving VRUs					Total KA Crashes
	Bicycle	Pedestrian	Motorcycle	Scooter	Non-VRU	
2018	2	8	15	0	91	96
2019	2	10	12	0	80	88
2020	2	10	25	2	137	156
2021	1	11	19	0	124	143
2022	1	8	28	3	113	135
Total	8	47	99	5	545	618
	1.29%	7.61%	16.02%	0.81%	88.19%	100%

A quick review of both datasets shows that crashes involving cyclists, pedestrians and motorcyclists each represent a much larger proportion of KA crashes than all non-interstate crashes overall. Bicyclists are involved in 0.12% of all non-interstate crashes, but 1.29% of all KA non-interstate crashes; pedestrians are involved on 0.50% of all non-interstate crashes, but 7.61% of all KA crashes; and finally, motorcycles are involved in 1.40% of all non-interstate crashes, but 16.02% of all KA crashes.

Impaired Driving

Impaired driving refers to driving while under the influence of drugs or alcohol (or any other substance or condition that interferes with the normal operation of a motor vehicle). Driving while under the influence has been proven to result in more severe vehicle crash outcomes, which makes it an important attribute to consider when identifying challenge areas. A summary of Hall County's vehicle crash data by driver impairment can be found in **Table 8**.

Table 8: Hall County Vehicle Crashes by Driver Impairment (2018-2022)

Year	Driver Impairment			Total Crashes
	Confirmed/Suspected	Not	Unknown	
2018	6	6,834	19	6,859
2019	10	6,555	1	6,566
2020	12	5,841	0	5,853
2021	14	7,100	0	7,114
2022	20	7,284	1	7,305
Total	62	33,614	21	33,697
	0.18%	99.75%	0.06%	100%

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To determine if driver impairment can lead to more severe vehicle crash outcomes, a summary of Hall County KA Crash data by driver impairment can be found in *Table 9*.

Table 9: Hall County KA Crashes by Driver Impairment (2018-2022)

Year	Driver Impairment			Total KA Crashes
	Confirmed/Suspected	Not	Unknown	
2018	2	94	0	96
2019	3	85	0	88
2020	2	154	0	156
2021	6	137	0	143
2022	11	124	0	135
Total	24	594	0	618
	3.88%	96.12	0.00%	100%

Crashes involving impaired drivers represent a larger proportion of KA crashes than they do of vehicle crashes overall (3.88% vs. 0.18%) – impaired driving may be a challenge area for Hall County to consider when developing the Safety Action Plan.

Aggressive Driving

While not identified as a specific emphasis area for safety action plans as impaired driving or distracted driving related crashes, aggressive driving is nevertheless another vehicle crash attribute that can sometimes lead to more severe vehicle crash outcomes. Comparing the baseline proportion of vehicle crashes that involve aggressive driving, with the proportion of fatal (K) and severe injury (A) crashes that involve aggressive driving can reveal if aggressive driving may lead to more severe vehicle crash outcomes. A breakdown of Hall County's vehicle crashes by whether or not aggressive driving played a factor can be found in *Table 10*; while a summary of Hall County's KA crashes by the presence of aggressive driving can be found in *Table 11*.

Table 10: Hall County Vehicle Crashes by Aggressive Driving (2018-2022)

Year	Aggressive Driving			Total Crashes
	Confirmed/Suspected	Not Present	Unknown	
2018	37	1323	5499	6,859
2019	23	970	5573	6,566
2020	27	1043	4783	5,853
2021	44	1320	5750	7,114
2022	41	1249	6015	7,305
Total	172	5,905	27,620	33,697
	0.51%	17.52%	81.97%	100%

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Table 11: Hall County KA Crashes by Aggressive Driving (2018-2022)

Year	Aggressive Driving			Total KA Crashes
	Confirmed/Suspected	Not Present	Unknown	
2018	23	73	0	96
2019	14	74	0	88
2020	21	135	0	156
2021	30	113	0	143
2022	34	101	0	135
Total	122	496	0	618
	19.74%	80.26%	0.00%	100%

Fatal and severe injury crashes in Hall County involve aggressive driving 19.74% of the time, while all crashes in Hall County involve aggressive driving only 0.51% of the time. This may show that aggressive driving is more likely to result in fatal and severe injury crashes, making aggressive driving a potential challenge area for Hall County to consider as part of the overall Safety Action Plan.

Speed Related

Higher rates of speed are often an influential factor in whether or not a vehicle crash results in fatal or severe injuries. Determining whether or not speed related crashes are a potential challenge area for Hall County, the project team compared the proportion of all vehicle crashes in the county that were speed related to the proportion of KA crashes that were speed related. Summaries of both categories can be found in *Tables 12* and *13*.

Table 12: Hall County Speed Related Vehicle Crashes (2018-2022)

Year	Speed Related			Total Crashes
	Confirmed/Suspected	Not	Unknown	
2018	327	6468	64	6,859
2019	241	6258	67	6,566
2020	299	5467	87	5,853
2021	332	6695	87	7,114
2022	344	6862	99	7,305
Total	1,543	31,750	404	33,697
	4.58%	94.22%	1.20%	100%

Table 13: Hall County Speed Related KA Crashes (2018-2022)

Year	Speed Related			Total KA Crashes
	Confirmed/Suspected	Not	Unknown	
2018	19	77	12	96
2019	11	77	8	88
2020	14	142	1	156
2021	19	124	3	143
2022	29	106	2	135
Total	92	526	26	618
	14.29%	81.68%	4.04%	100%

A larger proportion of KA crashes in Hall County are speed related (14.29%) compared to all vehicle crashes within Hall County (4.58%). Speed related vehicle crashes may represent another challenge area for Hall County to consider.

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Distracted Driving

Distracted driving has quickly become a prominent emphasis area in crash analyses and in the development of safety action plans nationwide. An increasingly connected society has resulted in increasingly distracted vehicle operators. Examining the proportion of Hall County's vehicle crashes that involve a distracted driver and comparing it the proportion of KA crashes that involve distracted drivers in Hall County, will allow the project team to determine if distracted driving results in more severe vehicle crash outcomes. Summaries of all vehicle crashes and KA crashes in Hall County by involvement of distracted drivers can be found in **Tables 14** and **15**.

Table 14: Hall County Vehicle Crashes Involving Distracted Drivers (2018-2022)

Year	Distracted Driver Involved			Total Crashes
	Confirmed/Suspected	Not	Unknown	
2018	3164	3695	0	6,859
2019	3189	3377	0	6,566
2020	2591	3262	0	5,853
2021	3180	3934	0	7,114
2022	3103	4202	0	7,305
Total	15,227	18,470	0	33,697
	45.19%	54.81%	0.00%	100%

Table 15: Hall County KA Crashes Involving Distracted Drivers (2018-2022)

Year	Distracted Driver Involved			Total KA Crashes
	Confirmed/Suspected	Not	Unknown	
2018	33	75	0	96
2019	20	76	0	88
2020	38	119	0	156
2021	34	112	0	143
2022	24	113	0	135
Total	149	469	0	618
	24.11%	75.89%	0.00%	100%

Distracted drivers were involved in just under a majority of vehicle crashes in Hall County from 2018 to 2022 (45.19%). This may suggest that distracted driving should be a challenge area to consider during the development of the Safety Action Plan. This is despite the fact that distracted drivers are involved in significantly fewer KA vehicle crashes (24.11%), perhaps suggesting that distracted driving may not lead to more severe vehicle crash outcomes but could potentially lead to more vehicle crashes of all severities.

Age Related

Vehicle crashes involving young drivers (ages 15-19), young adult drivers (ages 20-24), older adult drivers (ages 55-64), and oldest adult drivers (ages 65+) are recommended challenge areas to consider according to the current Georgia Strategic Highway Safety Plan. A summary of all crashes and KA Crashes within Hall County by the age-related emphasis areas mentioned above can be found in **Tables 16** and **17**.

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Table 16: Hall County Vehicle Crashes by Age-Related Emphasis Area (2018-2022)

Year	Age-Related Emphasis Areas					Total Crashes
	Ages 15-19	Ages 20-24	Ages 55-64	Ages 65+	Other	
2018	1250	1442	1321	1120	1726	6,859
2019	1244	1397	1357	1152	1416	6,566
2020	1049	1259	1184	974	1387	5,853
2021	1373	1479	1369	1131	1762	7,114
2022	1386	1470	1437	1266	1746	7,305
Total	6,302	7,047	6,668	5,643	8,037	33,697
	18.70%	20.91%	19.79%	16.75%	23.85%	100%

Table 17: Hall County KA Crashes by Age-Related Emphasis Area (2018-2022)

Year	Age-Related Emphasis Areas					Total KA Crashes
	Ages 15-19	Ages 20-24	Ages 55-64	Ages 65+	Other	
2018	12	20	26	14	36	96
2019	12	23	19	15	27	88
2020	22	35	29	43	28	156
2021	20	37	27	24	38	143
2022	24	20	24	32	37	135
Total	90	135	125	128	166	618
	13.98%	20.96%	19.41%	19.88%	25.78%	100%

A review of the age-related emphasis areas set forth in FHWA guidance (15-19, 20-24, 55-64, and 65+) shows that the proportion of non-interstate KA crashes involving a driver aged 65 or older is 19.88%, while only 16.75% of all Hall County vehicle crashes involve a driver aged 65 or older. This may suggest that examining vehicle crashes involving the oldest drivers may be an important challenge area to consider in the development of Hall County's HIN.

Roadway Departure Related

The 2022-2024 Georgia SHSP identifies roadway departure crashes as an emphasis area for particular consideration in the development of local safety action plans. A summary of all Hall County crashes, as well as Hall County KA crashes involving departure from the roadway can be found in *Tables 18* and *19*.

Table 18: Roadway Departure Related Hall County Vehicle Crashes (2018-2022)

Year	Roadway Departure Related			Total Crashes
	Related	Not	Unknown	
2018	1547	5312	0	6,859
2019	1104	5462	0	6,566
2020	1278	4575	0	5,853
2021	1374	5740	0	7,114
2022	1399	5906	0	7,305
Total	6,702	26,995	0	33,697
	19.89%	80.11%	0.00%	100%

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Table 19: Roadway Departure Related Hall County KA Crashes (2018-2022)

Year	Roadway Departure Related			Total KA Crashes
	Related	Not	Unknown	
2018	37	59	0	96
2019	21	67	0	88
2020	39	117	0	156
2021	41	102	0	143
2022	41	94	0	135
Total	179	439	0	618
	28.96%	71.04%	0.00%	100%

An examination of the data shows that roadway departure related crashes make up a larger proportion of non-interstate KA crashes (28.96%) than of all crashes overall (19.89%). This may mean that vehicle crashes involving roadway departures may lead to more severe vehicle crash outcomes, suggesting that the attribute may be an important challenge area to consider in the overall Safety Action Plan.

Hit and Run Related

Hit-and-run crashes are defined as those crashes where the driver/operator of a vehicle involved in a crash leaves the scene of the crash prior to emergency services arriving. An examination of proportions of all vehicle crashes and KA crashes within Hall County that were defined by reporting officers as hit-and-run provides some insight into whether these crashes result in more severe outcomes or happen more often in general. A summary of all crashes and KA crashes within Hall County that were described as hit and runs can be found in **Tables 20** and **21**.

Table 20: Hall County Hit and Run Vehicle Crashes (2018-2022)

Year	Hit and Run Related			Total Crashes
	Related	Not	Unknown	
2018	698	6161	0	6,859
2019	601	5965	0	6,566
2020	663	5190	0	5,853
2021	764	6350	0	7,114
2022	808	6497	0	7,305
Total	3,534	30,163	0	33,697
	10.49%	89.51%	0.00%	100%

Table 21: Hall County Hit and Run KA Crashes (2018-2022)

Year	Hit and Run Related			Total KA Crashes
	Related	Not	Unknown	
2018	3	93	0	96
2019	2	86	0	88
2020	10	146	0	156
2021	6	137	0	143
2022	5	130	0	135
Total	26	592	0	618
	4.21%	95.79%	0.00%	100%

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A review of the non-interstate crash data broken down by KA crashes (as well as all crashes) shows that hit-and-run crashes are significantly less likely to result in fatal or severe injuries. However, hit and run crashes represent more than 10% of all vehicle crashes total within Hall County. Due to their significant proportion of all vehicle crashes, they represent an important challenge area to consider when developing the safety action plan.

A breakdown of total non-interstate crashes and KA non-interstate crashes by each of the above potential challenge areas can be found in **Table 22**. Those cells where the emphasis area represents a higher percentage of KA crashes, than of overall crashes are highlighted red.

Table 22: Hall County Overall and KA Crashes by Emphasis Area

Emphasis Areas	Total Crashes per Emphasis Area	Emphasis Area Crashes as Percent of Total Crashes	Total KA Crashes per Emphasis Area	Emphasis Area KA Crashes as Percent of all KA Crashes
Angle Crashes ¹	9,586	28.45%	213	34.47%
Head On Crashes	769	2.28%	84	13.59%
Dark (Not-Lighted) Crashes	5,338	15.84%	181	29.29%
Pedestrian Crashes	167	0.50%	47	7.61%
Bicycle Crashes	39	0.12%	8	1.29%
Motorcycle Crashes	471	1.40%	99	16.02%
Impaired Driver Crashes	62	0.18%	24	3.88%
Aggressive Driving Crashes	2037	6.05%	122	19.74%
Speed Related Crashes	1,543	4.58%	92	14.89%
Distracted Driver Crashes	15,227	45.19%	149	24.11%
Crashes with Drivers 65 and Older	5,643	16.75%	128	20.71%
Roadway Departure Crashes	6,702	19.89%	179	28.96%

¹Includes all angle crashes (left, right, and other)

Collision Weighting & Multipliers

Having reviewed preliminary crash data and methodologies used by other communities, the project team determined that some vehicle crashes should be weighted more heavily than others to account for severity, number of victims, and equity. Using relevant case studies and learned experience, weights were determined that struck a balance between emphasizing severe and fatal injury crashes, without diminishing the risks still posed by minor injury crashes.

- Severity Weighting
 - Fatal Injury Crashes: 25
 - Serious Injury Crashes: 10
 - Minor Injury: 1

In order to make sure Hall County's SS4A Action Plan also accounts for those crashes that result in multiple severe injuries or fatalities, so as to identify those areas where intervention may provide the greatest reduction in risk. Those crashes involving two or more severe injuries or fatalities had their scores multiplied by 1.5.

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- Multiple Victim Multiplier
 - Crashes with two or more severe injuries or fatalities: 1.5x

Finally, those crashes that occurred within census tracts within the county identified as “disadvantaged” were also multiplied. Census tracts within Hall County are considered “disadvantaged” based on three factors: 1) transportation barriers; 2) linguistic isolation; and 3) percentile of low-income population. Crashes within these census tracts were multiplied by 2.0 for each of the three factors (for a final potential multiplier of 8.0 if a census tract meets all three disadvantaged factors).

- Equity Multiplier
 - Crashes within equity priority communities: 2.0x (once for each of three equity factors)

The final aggregated and weighted severity score is calculated as follows:

- $(\text{weighted severity score}) \times (\text{victim multiplier}) \times (\text{transportation equity multiplier}) \times (\text{linguistic equity multiplier}) \times (\text{income equity multiplier}) = (\text{final severity score})$

These final crash severity scores are then “mapped” to road segments. As close as possible, major corridors were divided into 500-foot segments⁶ to normalize the length of road segments. Then crashes that occur within 30-feet of each 500-foot segment’s centerline will be spatially joined to the road segment and aggregated to that portion’s total severity score. The final severity score is then calculated for each segment.

For example, a 500-foot segment of roadway in a community that met the criteria for two of the three equity multipliers, that had two vehicle crashes between 2018 and 2022 – one with two fatalities, and another with two minor injuries – the normalized segment severity score would be:

- $[25 \times 1.5 \times 2.0 \times 2.0] = 150$

High Injury Intersections

To complement the HIN, the project team will identify a set or ‘network’ of High Injury Intersections (HII). Using the same severity scores assigned to crashes as part of the HIN development, the team will rank intersections by total severity score throughout Hall County. All crash severity scores along 300 feet of all approaches to each intersection that involves at least one collector roadway (or roadway of equal functional classification or higher). Using this data, we will identify the intersections with the highest scores to pinpoint intersections correlated with severe crashes. The team will focus on the ‘top’ intersections – those that result in the most severe crashes – resulting in the final HII network.

Conclusion & Final High Injury Network Categories

The project team proposes the development of four separate HINs. This would be done by starting with the highest scoring segments for each of the categories and gradually adding until a critical threshold of severe and fatal injury crashes is reached. We propose one HIN for bicyclists/pedestrians; one for motorcycles; one for all motor vehicles; and one for intersections. By identifying HINs by modality, it allows Hall County to tailor recommendations in specific ways to address risks that may only apply to certain vehicle types. In addition, developing a HIN specific to intersections allows the project team to identify recommendations specifically designed for use at certain intersection typologies.

⁶ The project team undertook an intense “network smoothing” effort to eliminate short gaps and spurs in roadways that might skew final scoring efforts; this involved removing segments shorter than 500 feet that involved no crashes and the merging of roadway segments less than 500 feet in length with other roadway segments to increase overall length

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Crash Profile Methodology Memorandum

Project Name: HALL COUNTY SAFE STREETS FOR ALL (SS4A) PLAN
Date: SEPTEMBER 26, 2024

Project Introduction:

Hall County – together with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and the cities of Oakwood, Flowery Branch and Gainesville – has begun the process of developing a Safety Action Plan (SAP). The primary goal of the SAP is to establish a plan to reduce crashes and improve traffic safety within Hall County. As part of that effort, the project team is responsible for the production of a series of “crash profiles” that go into detail about a subset of crashes that are more likely to result in fatal or severe injury crashes within the County. In particular, these crash profiles will focus on crash types that can be addressed by proposed projects or policies in the future. This memorandum provides information on the eight selected crash profiles for this project, and the reasons for their selection.

Crash Profile #1: Non-Intersection Pedestrian/Cyclist Crashes on Arterials without Sidewalks

Of the 206 pedestrian and cyclist related crashes between 2018 and 2022 in Hall County, 55 resulted in severe or fatal injuries (KA crashes). Of those 55 severe and fatal crashes involving pedestrians or cyclists, 37 (67.27%) occurred on major or minor arterials. In addition, most of these crashes (26, 47.27%) occurred away from intersections, crosswalks or sidewalks – meaning pedestrians and cyclists travelling along major corridors are particularly at risk for severe or fatal outcomes should a crash occur. In reviewing the crash reports for those crashes of this type that resulted in a fatal injury, most instances that were non-intersection related occurred as a pedestrian walked along a roadway where no sidewalk was present. Maps of the individual crashes displayed with existing sidewalk data will be included as part of the final crash profile.

Crash Profile #2: Pedestrian Crashes within Incorporated Areas at Intersections

Between January 1, 2018, and December 31, 2022, 618 severe or fatal injury (KA) crashes occurred within Hall County. Of those 618 crashes, 231 (37.38%) occurred within incorporated areas of the county. In addition, of the 167 pedestrian related crashes (of all severities), 94 (56.29%) occurred within incorporated areas (Braselton, Clermont, Flowery Branch, Gainesville, Lula, and Oakwood). These crashes are characterized by occurring within denser population areas with a greater mix of land-uses.

Crash Profile #3: Non-Daylight Roadway Departure Crashes in Unlit Areas

Of the 201 non-daylight crashes in unlit areas that resulted in severe or fatal injuries within Hall County from 2018 to 2022, 85 (42.29%) were roadway departure crashes. These crashes occurred along diverse roadway types (the crash profile will break these down by functional class, and also look at posted speed limit). Helping keep vehicles on roadways in unlit areas represents a significant opportunity to help address an on-going source of KA crashes within the county.

Crash Profile #4: Intersection-Related Motorcycle Crashes on Collectors and Arterials

Of the 471 crashes involving motorcycles within Hall County from 2018 to 2022, 378 (80.25%) occurred on roads that had a functional classification of collector or arterial (meaning only 93 occurred on local roadways, despite local roadways making up a significant majority of roadway miles within the County). Furthermore, of the 471 crashes involving motorcycles, 99 (21.02%) resulted in either severe or fatal injuries (KA crashes). Of

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those 99 crashes, 81 (81.81%) occurred on roadways that had a functional classification of collector or arterial. Furthermore, of the 99 motorcycle related crashes that resulted in either severe or fatal injuries on collectors or arterials, 59 (59.60%) of them occurred at intersections.

Crash Profile #5: Rural, Speed-Related Crashes in Unincorporated Hall County

Of the 387 severe and fatal injury crashes that occurred within unincorporated areas of Hall County from 2018 to 2022, 158 (40.83%) involved excessive speed, reckless driving, or a driver losing control of the vehicle – making up the largest portion of such KA crashes. The final version of this crash profile will also be broken down into more detail to reflect urban/rural road typologies (e.g. curb and gutter or no curb and gutter), single-vehicle road departure crashes, and posted speed limits at crash sites. This will help provide additional context for this type of crash and allow for consideration of more specific best practices as possible solutions.

Crash Profile #6: Intersection-Related Head-On and Angle Crashes

Of the 618 severe and fatal injury crashes that occurred within Hall County between 2018 and 2022, 297 (48.06%) were the result of angle or head-on collisions. This includes all vehicle types. Specifically, 219 of the 297 crashes (73.74%) occurred at intersections. Finding a way to make intersections safer will help address a significant source of KA crashes within the county. In addition, as part of the final crash profile, the project team will provide more detailed information on intersection characteristics (signalized vs. unsignalized) and vehicle types. For example, Of the 297 angle or head-on KA crashes within Hall County, 39 involved motorcycles, which does not reflect most of such crashes, but is still important to note.

Crash Profile #7: Dark-Not Lighted Crashes on Arterials

A significant majority of vehicle trips occur during daylight hours, which results in vehicle crashes having a natural skew towards occurring during those times. For example, of the 33,697 crashes examined as part of this effort, 24,846 (73.73%) occurred during daylight conditions. However, of the 618 severe or fatal injury crashes examined, only 61.17% (378) occurred during daylight conditions – a decline from overall crash trends.

The project team found that while “dark-not lighted” crashes make up only 15.84% (5,338) of all crashes (33,697), they make up 29.29% (181) of all KA crashes (618) – representing a significant over-representation of these crashes amongst those that result in severe or fatal injuries. This trend is consistent across all modes. Furthermore, 102 (56.35%) of those 181 crashes occurred on arterials (both minor and major). Developing a crash profile for crashes on arterials in unlit conditions represents an opportunity to better understand a significant driver of KA crashes within Hall County.

Crash Profile #8: Intersection Crashes Involving Non-Interstate Roads with Speeds 45mph+

Speed is a fundamental risk factor in traffic and is inextricably linked to crash severity. As speed increases, so does the likelihood of an accident and the severity of injuries sustained. Higher vehicle speeds result in higher collision speeds, which increases the amount of energy exchanged upon impact. Of the 618 severe or fatal injury (KA) crashes that occurred within Hall County during the analysis period, 469 (75.89%) took place on roadways that had speed limits equal to or above 45 miles per hour (mph). In addition, 291 of those 469 (62.05%) were intersection related. Again, as part of the final crash profile, the project team will present information on how additional risk factors (such as traffic volumes and land use intensities) also play a factor in the propensity of such crashes.

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Conclusion:

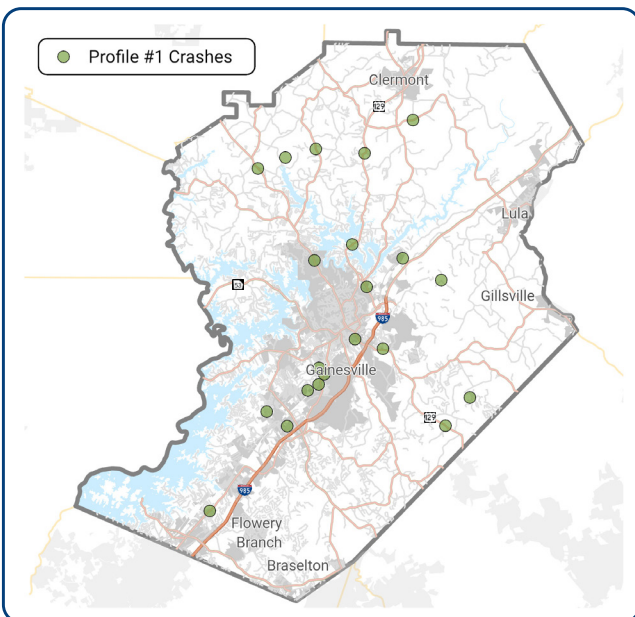
These eight crash profiles represent a significant portion of all KA crashes within the county. Developing potential policy or project solutions to increase roadway safety for the County should help address concerns related to these profile areas. In so doing, those proposals would help address specific areas of concern that have been shown to result in increased rates of fatal and severe injury crashes.

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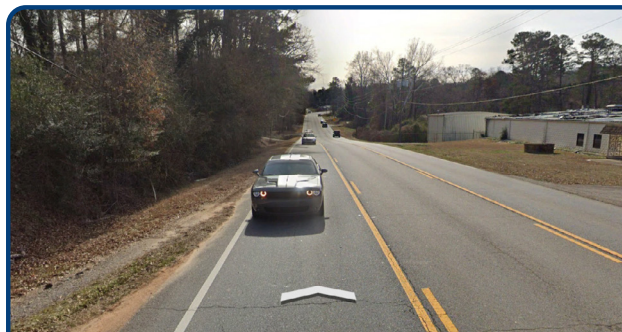
Hall County Safe Streets for All Plan

Crash Profile #1: Non-Intersection Pedestrian/Cyclist Crashes on Corridors without Sidewalks

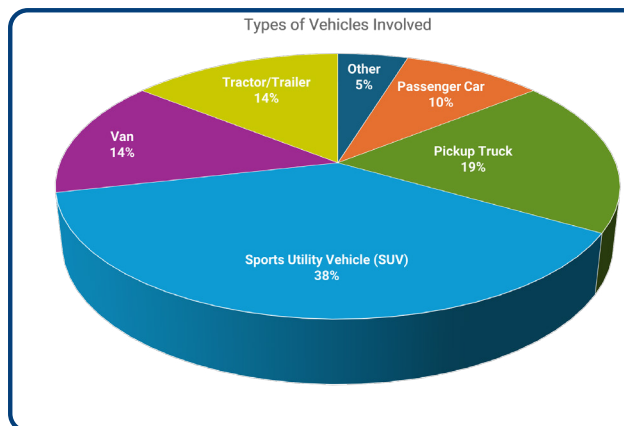
Between 2018 and 2022, there were 21 severe and fatal injury crashes involving pedestrians or cyclists on corridors that did not have sidewalks present.



This includes 7 (33.33%) fatal injury crashes (of which, all were pedestrian), and 14 (66.67%) severe injury crashes (4 cyclist crashes, and 10 pedestrian crashes).



Cleveland Highway (US 129/SR 11) was the scene of three pedestrian crashes between 2018 and 2022 - include two fatal injury crashes. In both fatal instances, the pedestrian was walking along a roadway where sidewalks were not present.



Key Statistics & Takeaways

- 12 (57.14%) crashes occurred in rural, unincorporated parts of Hall County, and 7 (33.33%) in Gainesville
- 17 (80.95%) collisions occurred on collectors or arterials
- 13 (61.91%) collisions involved drivers younger than 25 or older than 55

Safety Countermeasures

Examples of potential safety countermeasures to consider



Rectangular Rapid Flashing Beacons



Walkways/Sidewalks

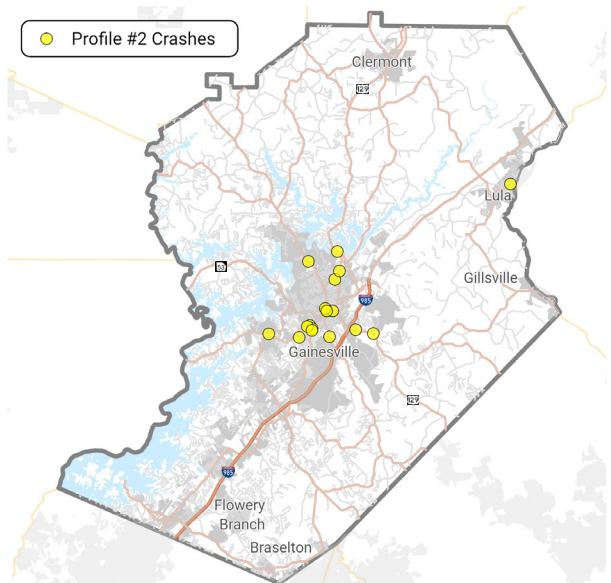


Medians or Pedestrian Refuge Islands

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Crash Profile #2: Pedestrian Crashes at Intersections within Incorporated Cities

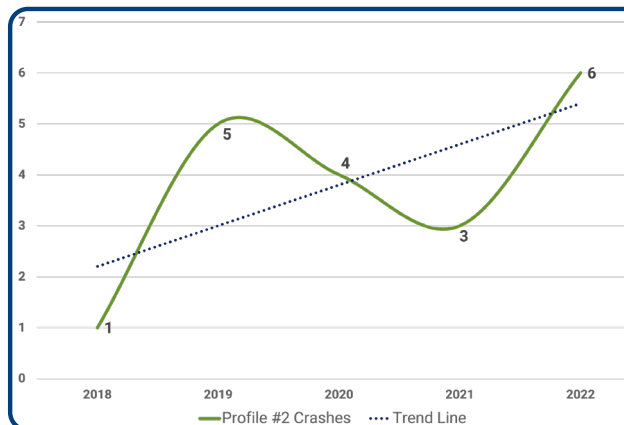
Between 2018 and 2022, there were 19 severe or fatal injury crashes involving a pedestrian at intersections within an incorporated City of Hall County.



Most crashes within Crash Profile #2 occur within the City of Gainesville; however, other historic "town centers" experience similar concerns (such as the City of Lula).



The intersection of EE Butler Pkwy and College Ave in Gainesville was the site of a fatal pedestrian crash on August 1, 2019. The crash occurred outside of daylight hours (8:49PM), and shortly after it had rained (wet pavement conditions were present).



Key Statistics & Takeaways

- 15 of the crashes (73.68%) occurred outside daylight hours
- 18 of the crashes (94.74%) occurred within Gainesville, and one crash occurred in Lula
- 18 of the crashes (94.74%) occurred in disadvantaged census tracts

Safety Countermeasures

Examples of potential safety countermeasures to consider



Leading Pedestrian Intervals



Medians/Pedestrian Refuge Islands

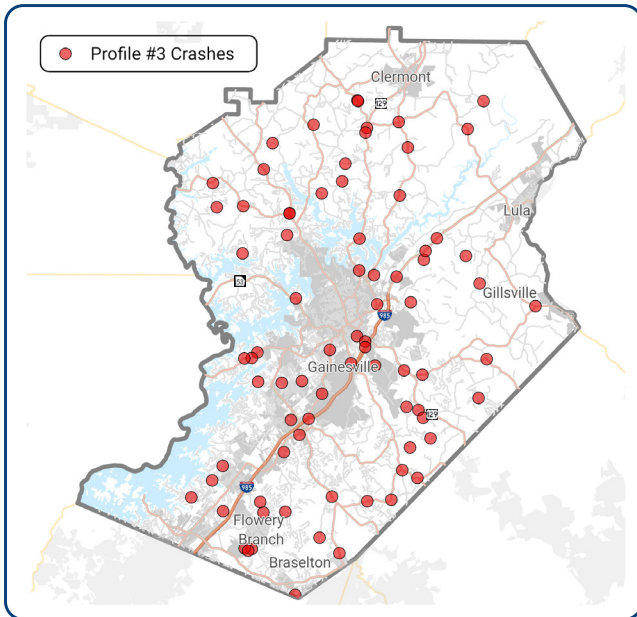


Crosswalk Visibility Enhancements

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Crash Profile #3: Non-Daylight Roadway Departure Crashes in Unlit Areas

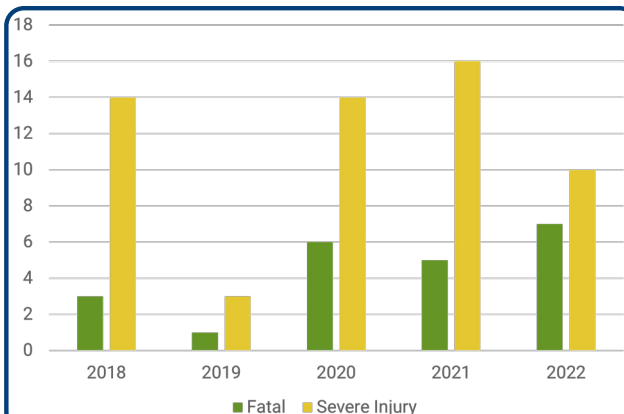
Between 2018 and 2022, there were 79 severe or fatal injury crashes involving vehicles that departed a roadway with no street lighting during nighttime hours.



Seventy-five (94.94%) of these collisions did not involve another vehicle; and 67 (84.81%) took place in unincorporated parts of Hall County.



Browns Bridge Road was the site of three crashes from Profile #3 - two resulting in fatal injuries and one in severe injuries. All three crashes involved the driver losing control of the vehicle at elevated rates of speed. All three crashes occurred at portions of the corridor that did not have street lights.



Key Statistics & Takeaways

- 20 of the crashes (25.32%) occurred at curves in the roadway
- 22 of the crashes (27.85%) resulted in fatal injuries
- Elevated rates of speed were a contributing factor in 22 (27.85%) of the 79 crashes included in this profile

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Corridor Lighting



Wider Edge Lines

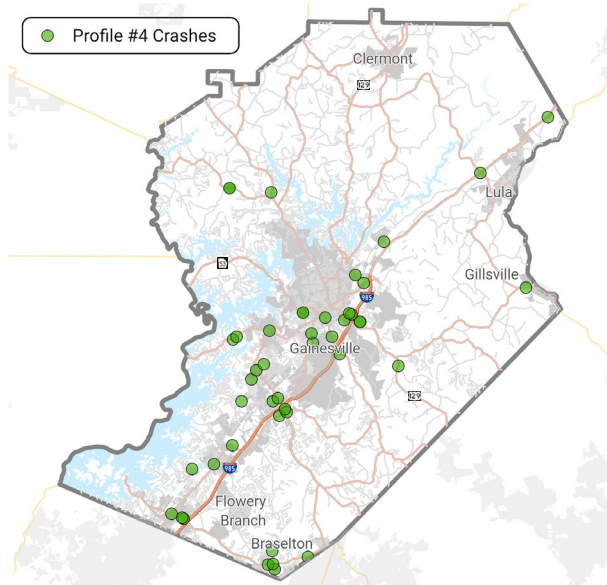


Enhanced Delineation for Curves

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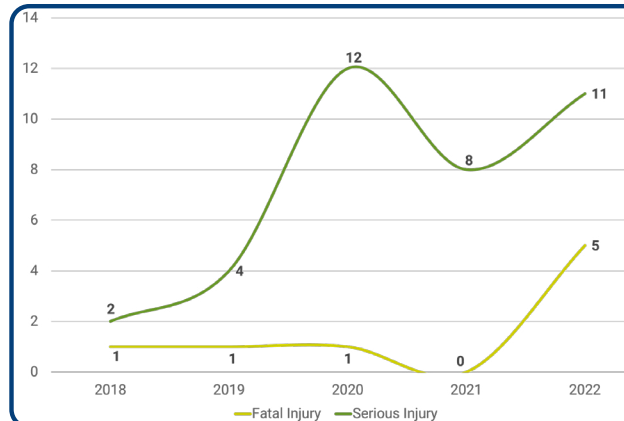
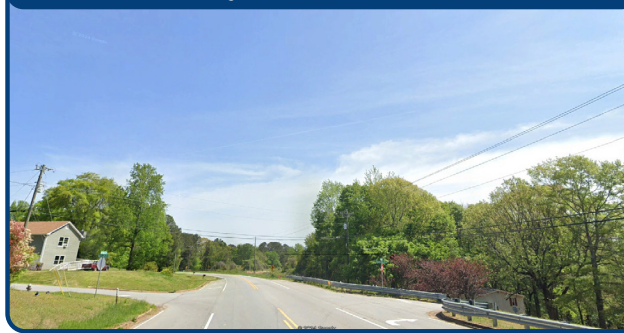
Crash Profile #4: Intersection-Related Motorcycle Crashes on Collectors and Arterials

From 2018 to 2022, there were 37 severe injury and eight fatal crashes (45 total) involving motorcycles at intersections along collectors and arterials.



Intersection-related motorcycle crashes with severe/fatal outcomes represent the quickest growing type of collision that was profiled (rising from 3 to 16).

McEver Road has been the site of two fatal intersection-related, motorcycle crashes; one on August 18, 2019 at its intersection with Oakleaf Drive, and another on September 9, 2022 at its intersection with J White Road. Neither intersection has a traffic signal.



Key Statistics & Takeaways

- Arterials/collectors are classes of roadways (typically carrying more volume than local roads, but less than highways)
- 17 of the crashes (37.78%) occurred in dark conditions
- 20 (44.44%) of the 45 collisions occurred at signalized intersections

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roundabouts



Systemic Improvements

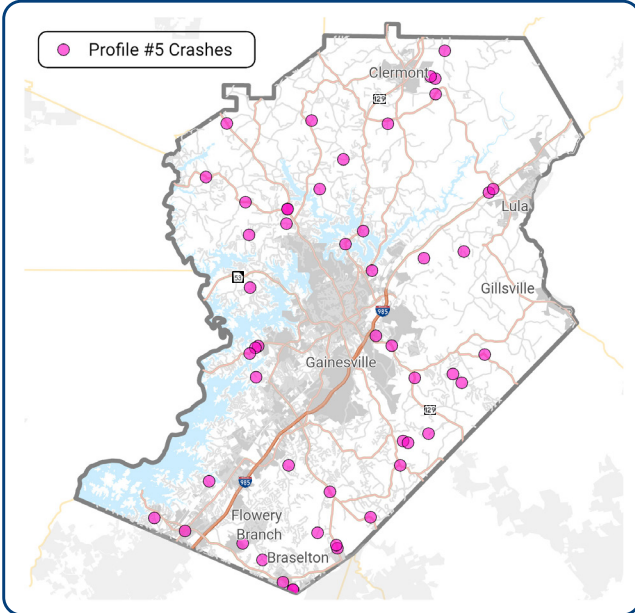


Roadway Lighting

Hall County Safe Streets for All Plan

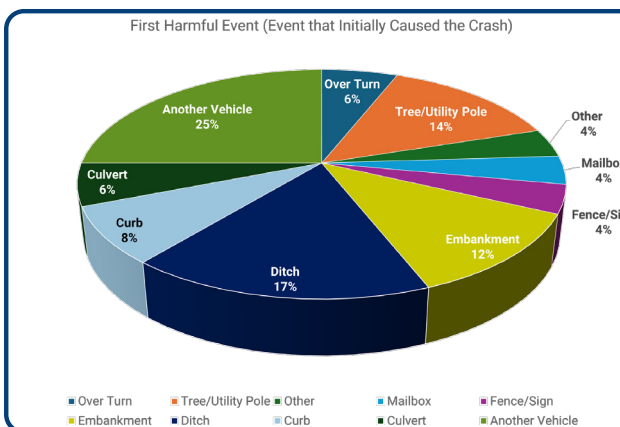
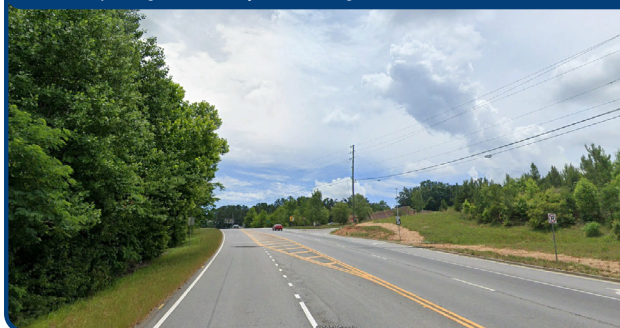
Crash Profile #5: Speed-Related Crashes in Rural Parts of Unincorporated Hall County

In Hall County, from 2018 to 2022, there were 51 severe and fatal injury crashes along rural roadways outside of incorporated cities.



Most crashes within Crash Profile #5 did not involve a collision with another vehicle (38, or 74.51%). Of those 38 crashes, 37 involved the vehicle departing the road.

Thompson Bridge Road, near the intersection of Fraser Circle, has been the site of two fatal speed-related crashes: one on March 31, 2019 and a second on June 7, 2020. Both collisions involved a single, speeding vehicle losing control, departing the roadway, and striking trees.



Key Statistics & Takeaways

- 39 (76.47%) of the crashes occurred on arterials or collectors
- 29 (56.86%) of the crashes occurred outside daylight hours
- 34 (66.67%) of the crashes involved striking an object in the roadway's clearance zone (tree, pole, etc.)

Safety Countermeasures

Examples of potential safety countermeasures to consider



Appropriate Speed Limits



Wider Edge Lines

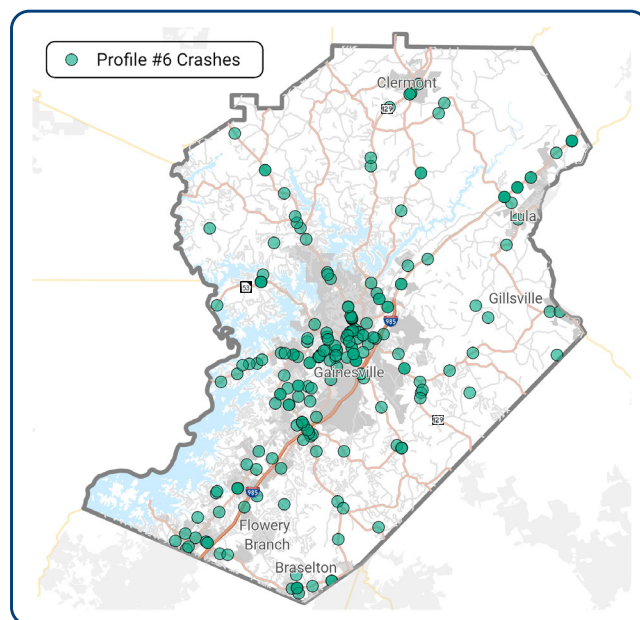


Roadway Lighting

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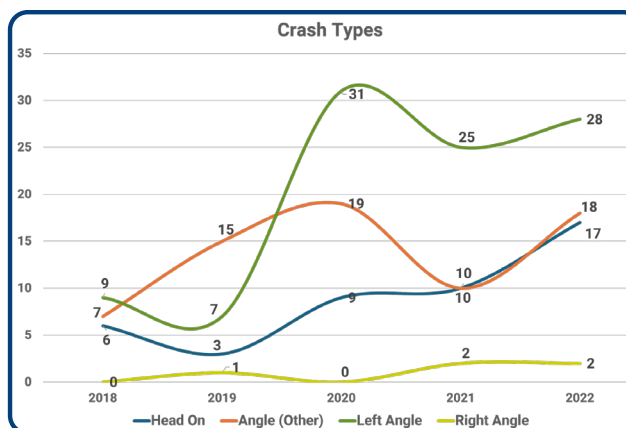
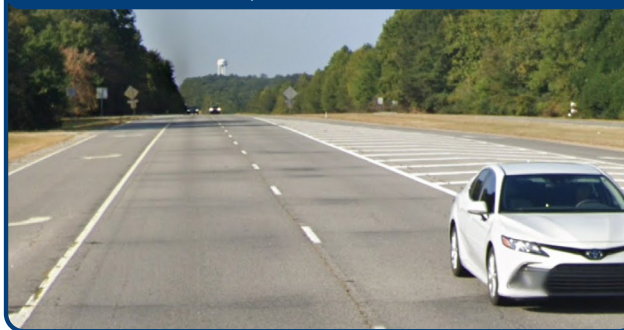
Crash Profile #6: Intersection-Related, Head-On, and Angle Crashes

In Hall County, from 2018 to 2022, there were 31 fatal and 187 severe injury (218 total) head-on or angle crashes at intersections.



While many of the collisions within Crash Profile #6 occurred in populated areas, exactly half (109) occurred in rural, unincorporated areas of the county.

Four fatal injury crashes and 12 severe injury crashes within Crash Profile #6 occurred along SR 365/Cornelia Highway north of its intersection with SR 52/Lula Road. This portion of the SR 365 includes speed limits of 65 miles per hour, as well as numerous stop-controlled cross streets.



Key Statistics & Takeaways

- Of the 218 Profile #6 crashes, 167 (76.61%) involved a driver younger than 25 or older than 55
- 71 (32.57%) of the crashes involved a curve in the roadway
- 69 (31.65%) of the crashes occurred during non-daylight hours

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roundabouts



Reduced Left-Turn Conflict Intersection

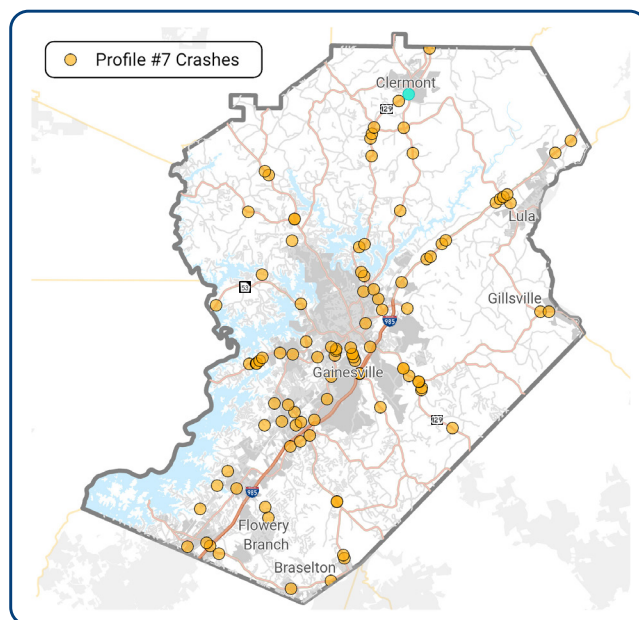


Dedicated Left/Right Turn Lanes

Hall County Safe Streets for All Plan

Crash Profile #7: Dark and Not-Lighted Crashes on Arterials

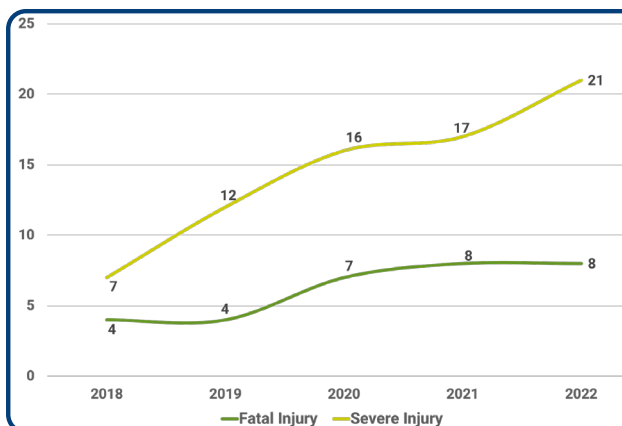
From 2018 to 2022, there were 104 crashes that occurred along unlit portions of arterials outside of daylight hours causing fatal (31) or severe (73) injuries.



While the collisions are fairly dispersed geographically, of the 31 fatal crashes: 20 occurred in unincorporated portions of the county, 8 in Gainesville, and 3 elsewhere.



Eight fatal or severe injury crashes within Crash Profile #7 occurred along Cleveland Highway north of Lake Lanier/Gainesville. This portion of Cleveland Highway includes a rural typical section, with no street lights present. Of the 8 crashes, 5 did not involve another vehicle.



Key Statistics & Takeaways

- Of the 104 Profile #7 crashes, 31 (29.81%) involved a curve in the roadway
- 31 (29.81%) of the crashes involved a roadway departure
- 22 (21.15%) of the crashes involved vehicles passing in "no pass" zones

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Lighting



Enhanced Delineation for Horizontal Curves

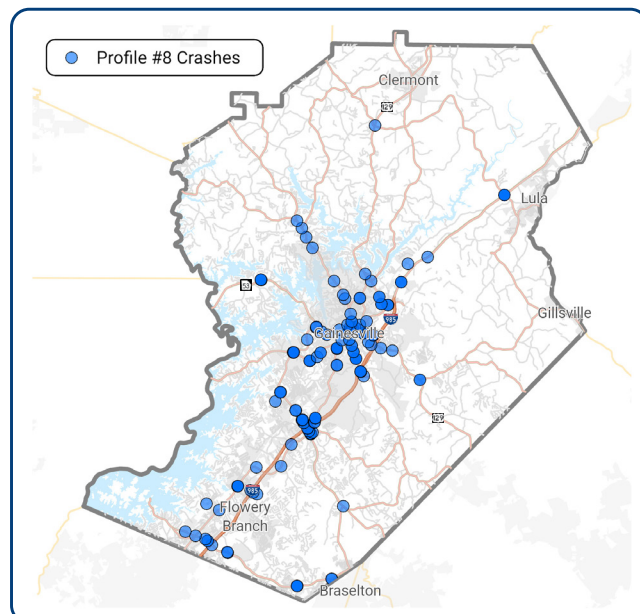


Longitudinal Rumble Strips & Stripes on Two-Lane Roads

Hall County Safe Streets for All Plan

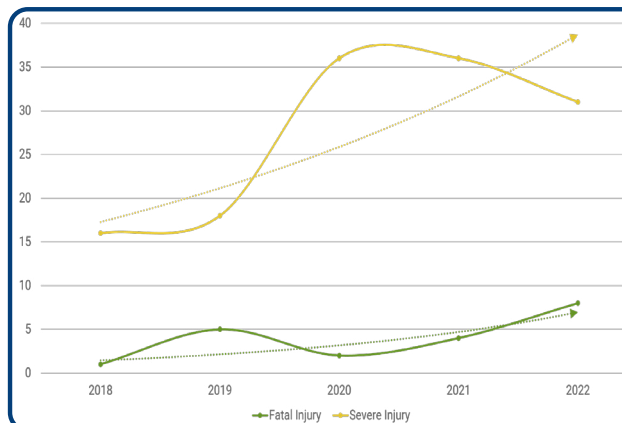
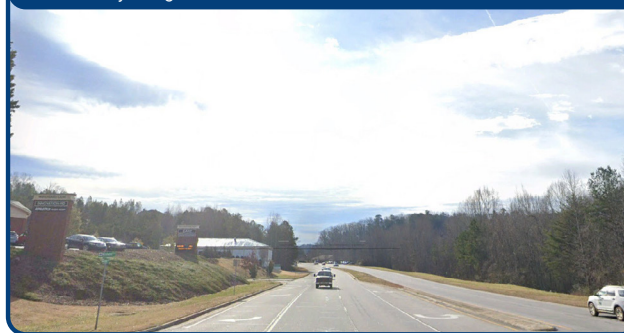
Crash Profile #8: Signalized Intersection-Related Crashes on Non-Interstate Roads with Speeds of 45MPH or Greater

From 2018 to 2022, there were 157 crashes that occurred within 250 feet of a signalized intersection along a corridor with speed limits of 45mph or greater.



This includes 20 fatal injury crashes, and 137 severe injury crashes. Ninety-eight (62.42%) of these crashes occurred during daylight hours.

Seven fatal or severe injury crashes within Crash Profile #8 occurred along Limestone Parkway north of Lake Lanier/Gainesville. This portion of Limestone Parkway is a divided highway with a grassed median present intermittently along the corridor.



Key Statistics & Takeaways

- 59 (37.58%) crashes within Profile #8 occurred in non-daylight conditions
- 93 (59.23%) collisions within Profile #8 were angle crashes
- 58 (36.94%) collisions within Profile #8 occurred in non-clear weather conditions

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roundabouts



Backplates with Retroreflective Borders



Systemic Signage and Marking Improvements



Reduced Left-Turn Conflict Intersections



Public Survey Report



Hall County Safe Streets for All Action Plan

High Level Survey Results

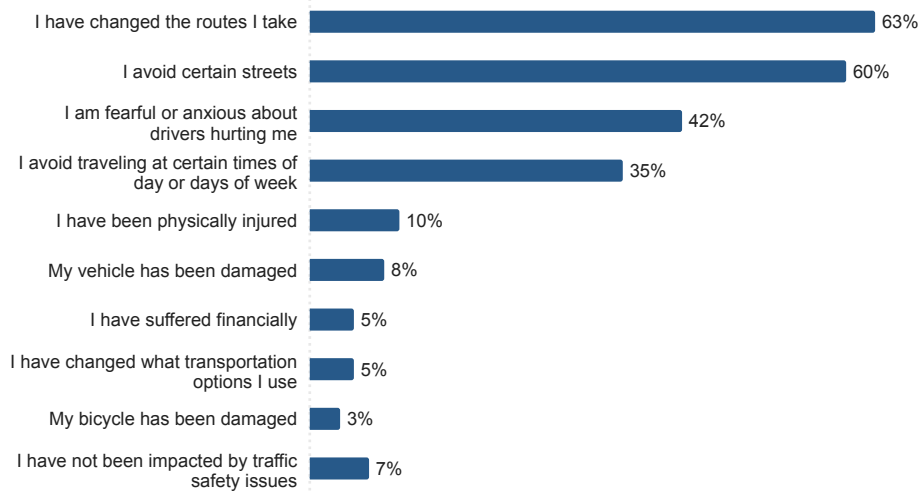
This survey of Hall County residents and employees was conducted during the month of September 2024. 60 respondents submitted surveys.

Key Insights:

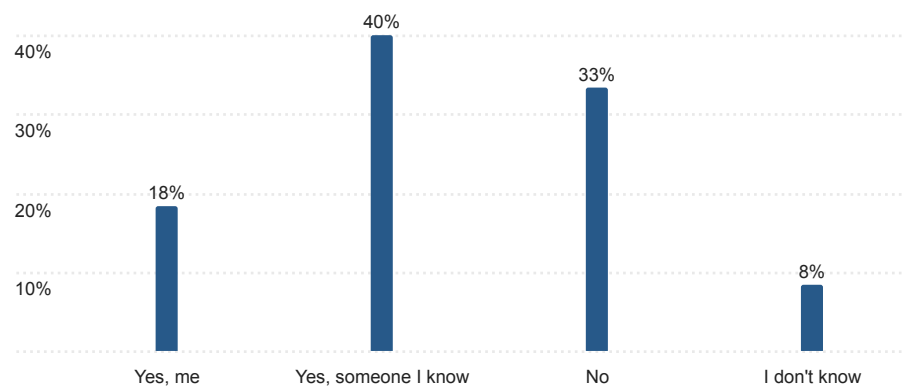
- 58% of respondents have been seriously impacted by traffic crashes in Hall County in the past decade, either personally or through someone they know
- 83% of respondents drive more than once a month, while only one respondent uses public transit more than once a month
- Four respondents regularly bike, and all four said they feel unsafe biking
- The three most common traffic concerns involve other vehicle drivers
- The majority of respondents would be willing to add time to their commute as a trade-off for safer streets in Hall County
- 44% of respondents took the survey in Spanish

How have traffic safety issues in Hall County impacted you?

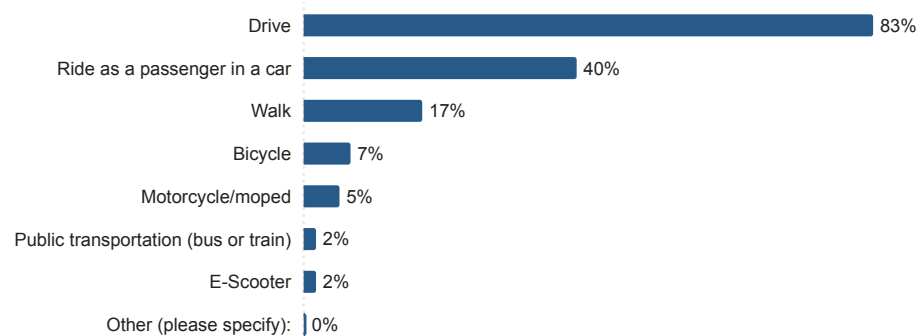
Select all that apply:



Have you or anyone you know been seriously impacted by traffic crashes in Hall County in the past decade?

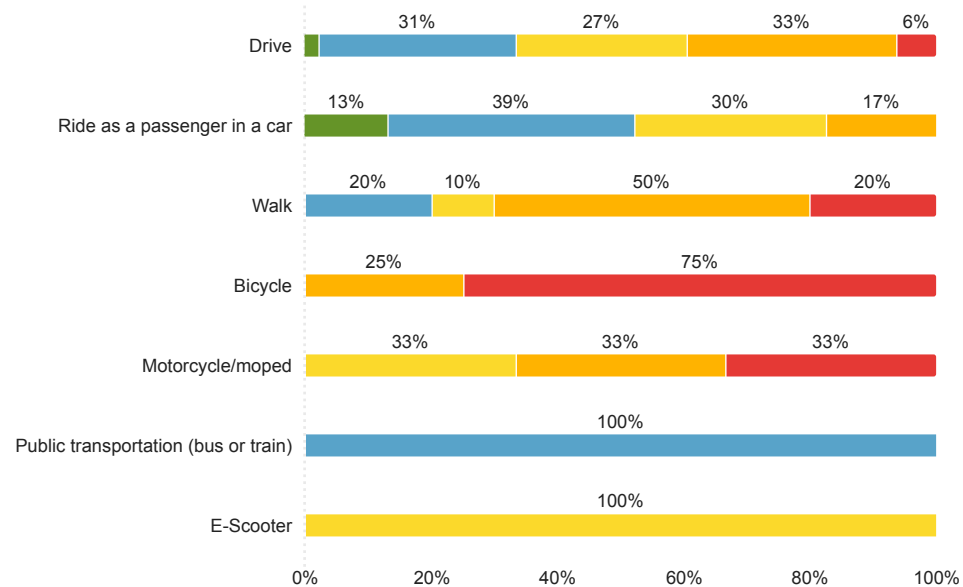


Which forms of transportation do you use multiple times per month within Hall County, on average? *Select all that apply:*



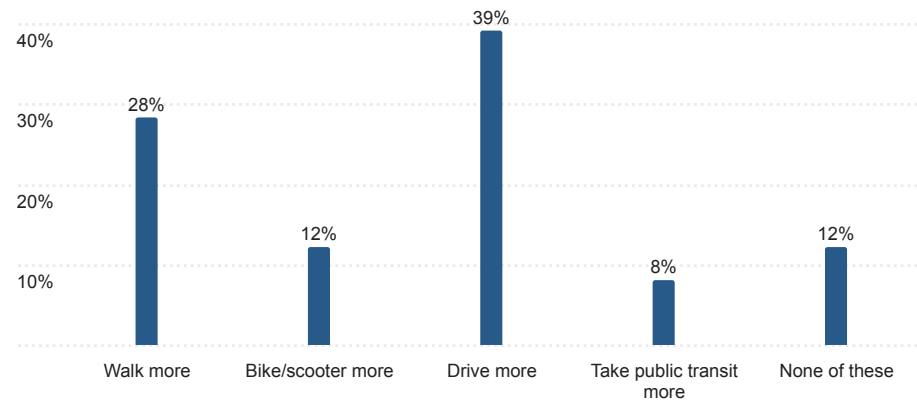
How safe do you feel using the following in Hall County?

Very safe Somewhat safe Neither safe or unsafe Somewhat unsafe Very unsafe



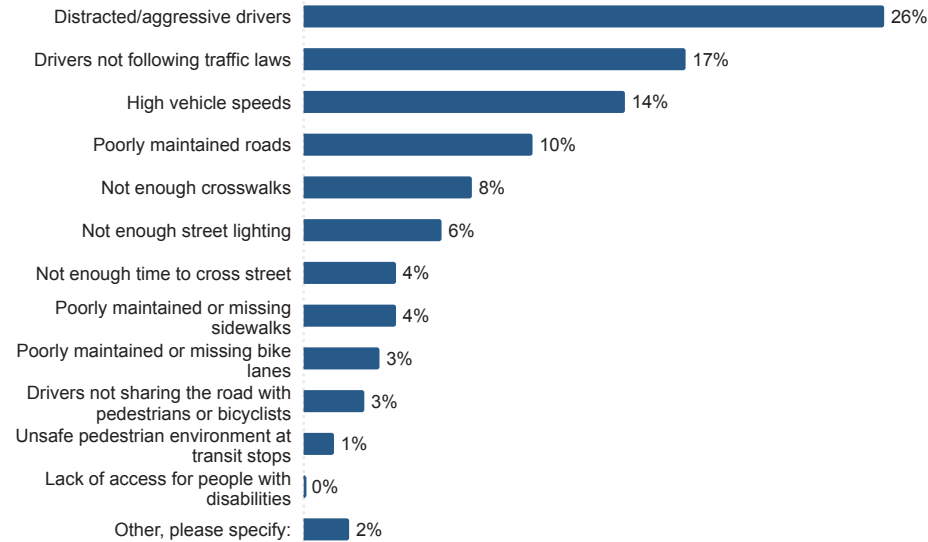
How would you like to get around Hall County in the future?

Select all that apply:



Which of the following are your top traffic safety concerns in Hall County?

Choose up to three:



Which of the following are your top traffic safety concerns in Hall County? *Other, please specify:*

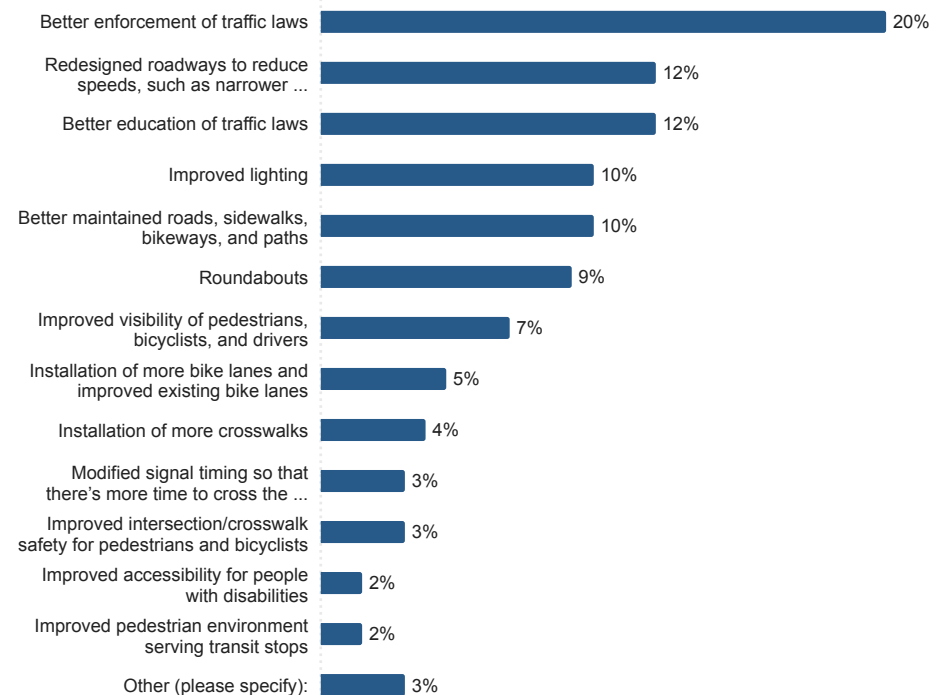
Necesitamos un cemaforo en Hilton DR porque se tarda mucho en dar la vuelat en browns bridge rd

All the development on SR365

Los conductores no respetan la velocidad máxima, no respetan señales de Stop, no usan direccionales, no respetan espacios entre un carro y otro, demasiado agresivos

Which of the following changes do you think would have the greatest impact on improving traffic safety in Hall County?

Choose your top three priorities:



Which of the following changes do you think would have the greatest impact on improving traffic safety in Hall County? *Other (please specify):*

cemaforo en hilton dr

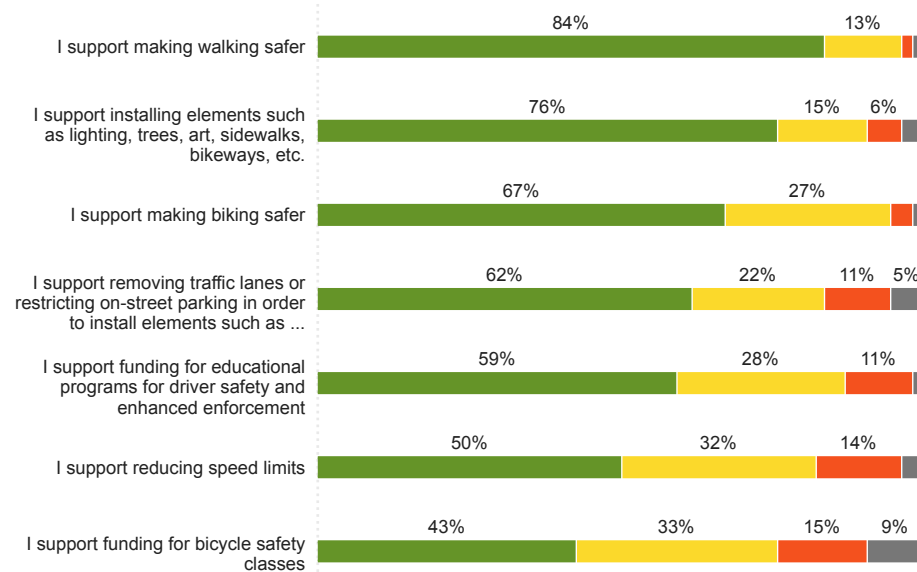
Stop all the development on SR365 until the interstate/SR is improved to handle all the truck traffic.

Increased driver education for all ages, not just students

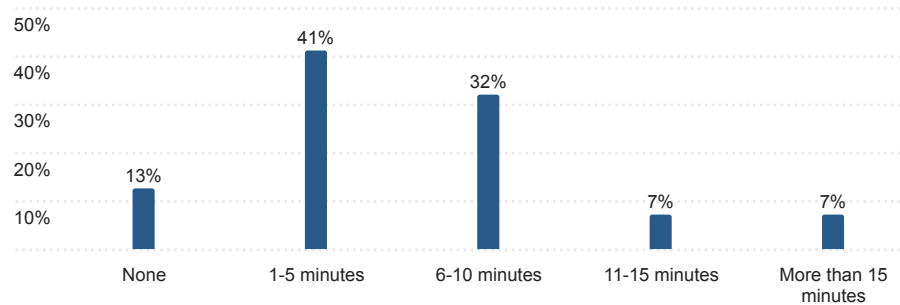
Update roads before major constr uction

How do you feel about the following safety strategies?

■ Agree ■ Neutral ■ Disagree ■ Not sure/no opinion



One strategy to reduce crashes, injuries, and traffic deaths is to slow the speed of traffic. How many minutes would you be willing to add to your commute as a trade-off for safe streets in Hall County for all users?



Let us know any creative ideas you have for how the County, residents, and partner organizations might work together to reduce serious injury and fatal crashes in Hall County. (*Optional*)

Less roundabouts

necesitamos calles mas seguras para los que estamos en bicicleta

necesitamos un semaforo en hilton dr y browns bridge porque la linea a veces toma de 10-15 minutos por el trafico

Huge in-city growth of housing construction before creating adequate roads for such large growth was poor decision by planners. Hoping this new housing doesn't cause a housing crash. We are retired and do not go anywhere during peak traffic hours. Don't visit the square or areas downtown because traffic/parking is a mess. Forget going to midland. We live near the hospital and feel like we are getting squeezed in the middle of Limestone Parkway, Jesse Jewell and Green St. Traffic on Limestone will soon increase again because of new rehab center and Publix shopping center and hospital addition on Enota. Our street, Nottingham Dr., will be a bigger cut-through than before and we have lots of children on Nottingham and Robinhood Trail. More speed bumps here, PLEASE. We hear people drag racing frequently on Limestone ?? We totally support our City and County police and believe they are doing a great job, but this is out of control at the moment. Seen people flying through intersections with a red light, weaving in and out of traffic on Jesse Jewell. John Morrow is also a dangerous place to drive with speeders. Please, please make Gainesville a city where everyone knows you slow down, obey traffic rules or get a big ticket. Queen City Prkwy is another dangerous area. Don't think it is a creative idea, but we need more police monitoring & giving tickets for traffic violations. More cameras. In some cities, more traffic stops lead to more illegal immigrant deportation, more illegal weapons & drugs confiscated. My nephew is a policeman in Granite City, IL and he stops for minor violations & makes arrest for weapons and drugs routinely.

Driver education and enforcement of traffic laws

Give yourself 15 minutes or more to get out of the house. Be calm and drive safely.

All of my answers are related to traffic inside a neighborhood- Cane Crossing

Please pull more people over who ride in the left lane, even with a row of cars behind them. I have seen so many aggressive drivers and road rage incidents because of this. I myself get frustrated often

Arreglar las calles, instalar más iluminación en calles solitarias. Hacer que los conductores respeten los peatones y ciclistas bajando velocidad

Crear mejoras en calles donde cuando manejas ni siquiera se mira si viene en seguida un carro o niños o gente caminando, verificar la velocidad de los carros en calles pequeñas donde niños juegan y andan en bicicleta. Tener en cuenta que la mayoría de las calles no tienen buena iluminación y malos acomodamientos de STOP signs. Nada mejor que salvar vidas y/o prevenir accidentes fatales, en memoria de Carlos Herrera niño de 10 años quien falleció por una accidente mientras andaba en bicicleta con su amigo de 7 años.

no respuesta

Reemplazar algunas señales de Stop por semáforos, comparendos educativos tanto para conductores como para peatones, mayor vigilancia al exceso de velocidad

Creo que un semáforo en la calle de hilton drive/ browns bridge ayudaría mucho porque casi siempre que quiero dar vuelta a la izquierda me tardo de 5-10 minutos en dar vuelta porque los carros van muy rápido.

Speed limits lowered

Dont permit bicycles on Hog Mountain road. Blind curves. Almost been in several head on collisions from people passing bicycles. Very dangerous

Ampliar calles donde circulan trailers y donde hay lugares de trabajo con mucho empleados. Poner armadores en lugares específicos y donde realmente se necesitan. A veces el bastante tráfico que existe en todo el área de Gainesville, Flowery Branch y Oakwood provoca muchas accidentes, tomando en cuenta que muchos de los cuales manejan no respetan las señales de tráfico o el límite de speed

I think putting police officers in areas of high accidents would be beneficial because people would slow down therefor avoiding car crashes

I propose that two stop signs or Roundabout be installed on Hog Mountain Road where it meets Capitola Farm Road in Flowery Branch.

Because It is very hard to see the incoming traffics on the right side of

Hog Mountain Road when making a left turn from Capitola Farm Road onto Hog Mountain Road.

There is a cross at the intersection there, and it is understood that a fatal traffic accident probably occurred there.

The 55+ community I live in nearby has about 400 elderly people living in over 200 homes, so the risk of another traffic accident is very high.

Pedestrian crossing islands, minimize left turns, smaller trucks!!!

Road cameras to help catch speedy so they will get Speeding tickets in the mail

Rotondas son necesarias.

Seguro de automóvil debe costar más y la cobertura mínima de ser mayor.

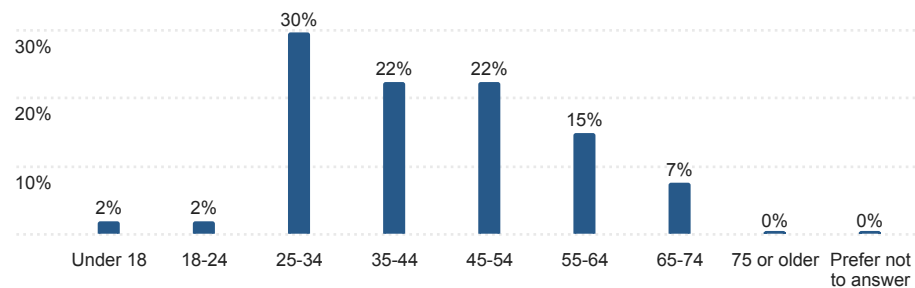
Inspección de emisiones- debe ser parte del mejoramiento

Study the locations where most automobile/pedestrian/bicycle accidents have occurred and look for common causes - address these as needed.

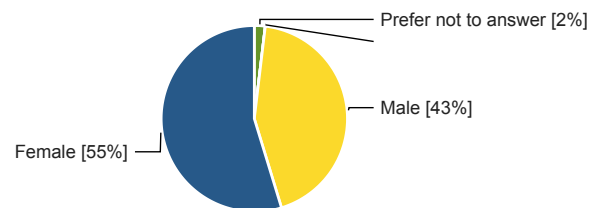
Verificar las personas donde vivo muchos no traen licencia y en área de 25 Millas van a 40 no usan los Stop lo siguen como si nada es muy insegura hablo de la Calle Hazel St y Central Ave

Survey Demographics

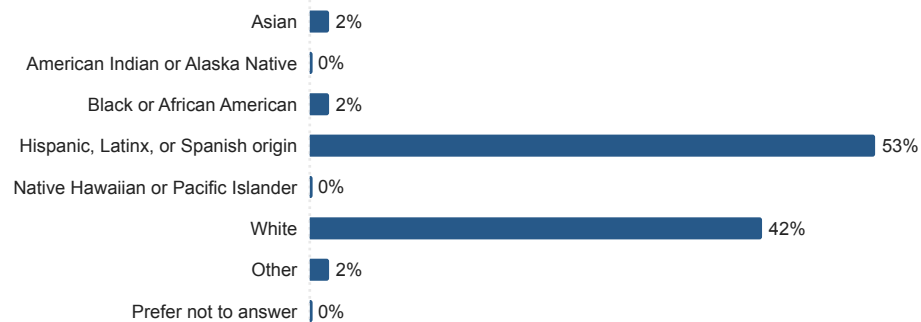
Age



Gender



Race/ethnicity (Check all that apply)



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Plan and Policy Review





MEMORANDUM

To: Gainesville-Hall MPO

From: Alta Planning + Design

Date: May 10, 2024

Re: Task 2- Data Collection & Analysis

Safety Plans and Policies Review

Introduction

Hall County was awarded a Safe Streets for All Planning & Demonstration Grant in Fiscal Year (FY) 2022 to develop a Safety Action Plan, in partnership with Gainesville-Hall Metropolitan Planning Organization (GHMPO), and the Cities of Oakwood, Flowery Branch, and Gainesville. The MPO and its partners are continuing their efforts to reduce crashes and improve traffic safety in the area through the Safety Action Plan. The MPO produces annual crash profiles for Hall and Jackson County based on crash statistics and trends. In 2022, crashes continue to trend upwards, reflecting a national trend of increased crashes and traffic fatalities. The MPO has already completed multiple local traffic studies and transportation plans, with a focus on safety and operational improvements.

Through review of existing plans, policies, and programmed projects, it is clear that the MPO has a strong foundation for implementing safety projects. The Alta team conducted a review of plans from GHMPO, Hall County, and the City of Gainesville, to get a holistic understanding of road safety in the study area. Through the review, it became clear that differences exist between the different agencies' approach to road safety. Key information is highlighted below.

The list of documents reviewed is as follows:

- 2020, Regional Transportation Plan, Gainesville-Hall MPO
- 2023, Transportation Improvement Program, Gainesville-Hall MPO
- 2024, Unified Planning Work Program, Gainesville-Hall MPO
- 2017 Complete Streets Policy, Gainesville-Hall MPO
- 2014, Bicyclist and Pedestrian Transportation Plan, Gainesville-Hall MPO
- 2017, Sidewalk Inventory Report, Gainesville-Hall MPO
- 2019, Microtransit Feasibility Study, Hall County
- 2045 DRAFT Comprehensive Plan, Gainesville-Hall MPO
- Street Lighting Policy, Hall County
- 2024, NOT RATIFIED. Resolution Expanding the Special Tax District for Streetlights, Hall County
- Residential Speed Control Program, Hall County
- 2023 Traffic Calming Device and Speed Hump Program, City of Gainesville
- 2019 Flowery Branch Speed and Sign Inventory Study, Gainesville-Hall MPO
- 2019 Gainesville Trail Study, Gainesville-Hall MPO
- 2018 Citywide Traffic Improvement Study, City of Oakwood & GHMPO
- 2021 SR 365/Jesse Jewell Parkway Traffic Impact Study, City of Gainesville & GHMPO
- 2022 Braselton Trail Study, City of Braselton & GHMPO
- 2019 Dawsonville Highway-McEver Road Connectivity Study, City of Gainesville & GHMPO
- List of programmed and planned City projects, City of Gainesville



MEMORANDUM

Summary and Highlights

2020 Regional Transportation Plan, GHMPO

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) consists of the entirety of Hall County and a portion of western Jackson County. Nine municipalities coordinate with the MPO. Atlanta Regional Commission (ARC) and the MPO share responsibility for small parts of Hall County, Forsyth, and Gwinnett Counties. The report incorporates the FHWA's Fixing America's Transportation Act (FAST Act) and Georgia DOT's Statewide Transportation Plan (SSTP), in the development of local goals. The local goals are: Coordination and Outreach to improve project feasibility and outcomes; Multimodal Connectivity to increase travel options by prioritizing transit, pedestrian, and bicycle travel; Safety and Security; System Preservation and Maintenance; Environment to protect natural resources; Mobility and Economic Vitality; Land Use Integration with transportation planning.

The Plan's relevant safety objectives are:

- Reduce incidence of crashes on the system, particularly at high-crash locations;
- Review traffic crash data to systematically identify potential safety problems and develop a list of projects;
- Prioritize and schedule maintenance expenditures to maintain safe travel conditions;
- Provide adequate access for emergency service vehicles;
- Assist Hall Area Transit (HAT) in improving the safety and efficiency of its active vehicle fleet.

Using the Georgia Electronic Accident Reporting System (GEARS), a crash analysis report was developed with data from 2014-2018, and limited data available from 2019. The report cites the 2018 "Hands-Free Law" (Hands-Free Georgia Act), which prohibited the use of a cell phone while operating a motor vehicle, and increased enforcement with schools and safety zones as the reasons for the decrease in crashes. They identified roadway segments and intersections that were the site of the most crashes and Killed or Serious Injury (KSI) crashes. The County's crash profile and High Injury Network (HIN) was overlaid with school zones to highlight school safety.

A total of 87 projects were identified and categorized into six (6) project types (Bridges, Interchange, Intersection, Roundabout, Roadway Operations and Widening.). Projects listed in the report included basic tags for 'type' of improvement, but no information on status.

GHMPO No.	GDOT No.	FY Programmed	Project Description	Project Type	Jurisdiction	Status
GH-104	0015702	2020-2025	Dawsonville Hwy/SR 53 at McEver Road Operations	Intersection	Hall County	Location and Design Approval in 2021.
GH-106		2020-2030	John Morrow Parkway At Washington Street Operations - Realign Southbound Right Lane	Intersection		



MEMORANDUM

GH-107		2020-2030	Park Hill Drive At Lakeview Drive Operations - Reduce Slope On Lakeview Drive Approach	Intersection		
GH-125	0015917	2020-2025	SR 60/Green Street at SR 11 Business/NE Riverside Dr	Roundabout	Hall County	



MEMORANDUM

GH-126	0015918	2020-2025	SR 60/Green Street at CS 898/Academy St July 2023: The proposed project would replace the existing signalized intersection with a multi-lane roundabout configuration for a project length of 0.3 miles. The roundabout would consist of a skewed central shaped island with an 18-ft to 26- ft single circulatory roadway width and an oval shaped variable width traversable truck apron that will accommodate turning movements. Georgia Dept. of Transportation would be responsible for acquiring property rights for this project. Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at the Georgia Department of Transportation: Terrance Cooper, Area Manager District 1, Area 1 TCooper2@dot.ga	Roundabout	Hall County	Concept Development approved.
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Alta Planning + Design, Inc.

Hall County, GA



MEMORANDUM

			.gov 2594 Gillsville Highway Gainesville, GA 30507 (770) 531- 5880			
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MEMORANDUM

GH-127	0016166	2020-2025	SR 124 at SR 60 & CR 17/Sam Freeman Rd From June 2023: The proposed project would replace the existing intersections with a circular doublelane roundabout configuration for a project length of 0.45 miles. The circular roundabout would consist of two 16-foot circulating lanes and a 12-foot - 8inch wide truck apron to accommodate turning movements. Curb and gutter will be installed along the outside of the roundabout and on the inside of the truck apron. The roundabout will also provide 5 feet sidewalks and crosswalks for pedestrians traveling through this intersection. The temporary traffic signal currently at the intersection of SR 124 and SR 60 will be replaced by the proposed roundabout. An off-site detour will not be	Roundabout	Jackson County	Concept Development Approved.
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MEMORANDUM

			needed and the estimated time for construction is 18 months. The Georgia Department of Transportation would be responsible for acquiring any property rights required for this project. Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at the Georgia Department of Transportation: Kevin DeWitt, Area Manager District 1, Area 2 kdewitt@dot.ga.gov			
GH-103		2026-2030	Athens Highway at Chestnut Street Operations	Intersection		
GH-105		2026-2030	EE Butler Parkway/Athens Street at MLK Jr. Boulevard Intersection Improvements	Intersection		
GH-128		2026-2030	SR 60/Candler Road at Fullenwider Road	Intersection Improvement		
		2041-2050	Chamblee Road - From McEver Road To Thurmon Tanner Parkway	Corridor Improvement		



MEMORANDUM

		2041-2050	EE Butler Parkway From Jesse Jewell Parkway To Monroe Drive (Corridor Safety Audit)	Potential Corridor Safety Audit		
		2026-2030	Flat Creek Road - From McEver Road To Main Street	Corridor Improvement		
		2031-2040	Flat Creek Road - From McEver Road To Main Stree	Intersection Improvement		
		2020-2025	Hog Mountain/Blackja ck Road Intersection Improvement	Intersection Improvement		
		2020-2025	Hog Mountain/Cash Road Intersection Improvement	Intersection Improvement		
		2041-2050	Intersection Safety Audit - HF Reed Industrial Parkway And Aloha Way	Potential Safety Audit		
		2041-2050	Intersection Safety Audit - Thurmon Tanner Road And Cross Streets	Potential Corridor Safety Audit		
		2026-2030	John W. Morrow Jr. Parkway/SR 53 At Pearl Nix Parkway	Intersection Study		
		2031-2040	Main Street - From Academy Street To Flat Creek Road	Corridor Improvement		



MEMORANDUM

		2041-2050	McBrayer Road – From M Stringer Road to Chamblee Road	Corridor Improvement		
		2041-2050	McClure Drive – From Main Street to Dead-End	Corridor Improvement		
		2031-2040	McEver Road and Flat Creek Road Intersection	Intersection Improvement		
		2041-2050	Oakwood Rd – From Nellie Drive to Mundy Mill Drive	Corridor Improvement		
		2041-2050	Old Flowery Branch Road – From McEver Road to SR 53/Mundy Mill Rd	Corridor Improvement		
		2031-2040	Old Oakwood Road from 1200’ North of SR 53/Mundy Mill Road to Tumbling Creek Road	Corridor Improvement		
		2031-2040	Old Oakwood Road From Main Street To SR 53/Mundy Mill Road	Corridor Improvement		
		2031-2040	Plainview Road/Allen Street - From Thurmon Tanner Parkway To Railroad Street	Corridor Improvement		
		2020-2050	Renovate/Repair various intersections in the County at \$1,000,000 per year average	Intersection Improvement		



MEMORANDUM

		2020-2025	Sloan Mill Road/Schubert Road Roundabout	Intersection Improvement		
	0016065	2020-2025	SR 53 at New Cut Road / Ednaville Road	Roundabout	Jackson County	Construction underway.
		2026-2030	US 23/SR 365/Cornelia Highway From Howard Road To Ramsey-Fraser Lake (Corridor Safety Audit)	Potential Corridor Safety Audit		
		2020-2025	W. White Road - From H.F. Reed Industrial Parkway To Chamblee Road	Corridor improvement		
		2020-2025	White Sulphur Road/Lotheridge Road Intersection Improvement	Intersection Improvement		

2023 Transportation Improvement Program (TIP), GHMPO

This program, published in late 2023, includes a list of projects from FY 2024 to 2027. The projects are taken and consistent with the financially-constrained project list on the 2020 Metropolitan Transportation Plan (MTP). GHMPO is responsible for undertaking the federally-required transportation planning process for the Gainesville Urbanized Area (including all of Hall County). Three committees and three documents are the core products and the foundation of the MPO's work: the Policy Committee, Technical Coordinating Committee, and Citizens Advisory Committee and the Metropolitan Transportation Plan, Transportation Improvement Program, and the Unified Planning Work Program.



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Projects are evaluated on their ability to **reduce congestion or enhance safety, address community needs, and their support from the community**. The following projects focused on safety improvements:

GHMPO No.	GDOT No.	FY Programmed	Project Description	Jurisdiction	Status
GH-133	0016074	2024	New interchange with overpass over SR 365 with dual roundabouts on either end for on/off ramp access. The purpose of this project is to address congestion and safety issues at existing intersection with Lanier Technical College and the YMCA.	Hall County	Design and pre-engineering has been authorized and is well underway. Construction is expected to break ground in 2024.
	0018042		Off-system safety improvements @ 4 Locs in Hall County	Hall County	Pre-engineering is authorized. Construction authorized.
	0019223		CR 147/Jackson Trail Road off-system safety improvements	Jackson County.	Pre-engineering is authorized. Pre-construction stage.

2024 Unified Planning Work Program FY 2025 (UPWP), GHMPO

Published in February, 2024, the UPWP is for FY 2025. The UPWP is part of the MPO's transportation planning service, and serves as the annual operating budget for GHMPO, and provides funding for equipment, planning activities, and planning studies throughout a single fiscal year. The UPWP describes the work schedule for the period July 1, 2024 through June 30, 2025, reviews federal Planning Emphasis Areas (PEAs), and FY 2024 accomplishments. There are several safety-relevant PEAs that are reflected in the UPWP's work orders and projects:

1. Equity and Justice: Highlight potential [transportation] impacts on areas with higher minority populations or households with lower income levels through GIS mapping in plans and studies.
2. Complete Streets: Work with local jurisdictions on Highlands to Islands trail expansions and complete the Bike and Pedestrian Plan Update.

Accomplishments from the FY 2024 period are:

1. Continued the TCC Trails and McEver Road Subcommittees
2. Kicked off full updates to the GHMPO Bicycle and Pedestrian Plan and the GHMPO Metropolitan Transportation Plan (MTP): 2025 Update.



MEMORANDUM

3. Adopted a Zero Emission Vehicle Transition Plan for Hall Area Transit
4. Adopted the Flowery Branch Parking and Mobility Study
5. Created crash profiles for Hall and Jackson counties. Assisted Hall County, Gainesville, Oakwood, and Flowery Branch with the creation of a Safety Action Plan through the Safe Streets for All grant program

Some of the planning priorities for FY 2025 are:

Task #3 Data Collection

Lead Agency: GHMPO

The MPO collected 2023 crash data and updated the crash profiles of Hall and Jackson Counties. The MPO, in 2024, established the Safety, Bridge and Pavement, and Transit Asset Management (TAM) performance targets, consistent with the Georgia State targets, as required per the IJA's Performance Based Planning & Programming.

In 2025, the MPO will collect 2024 crash data, and adhere to data collection for Statewide Safety Performance Management Targets.

Task #4 System Planning

Lead Agency: GHMPO

Sub-objective 4.1: Plan for intermodal modes of transportation.

- Expand or improve transit with HAT.
- Continue TCC Trails Subcommittee engagements with local jurisdictions to expand Highlands to Islands trails.

Sub-objective 4.5: Integrate land use planning with transportation planning **and** provide information and recommendations to member jurisdictions and other planning and design agencies.

- Complete work on and adopt the Metropolitan Transportation Plan: 2025 Update/Bicycle and Pedestrian Plan Update (to be adopted by May 2025).
- In coordination with the City of Gainesville and Hall County, begin work on the SR 13/Atlanta Highway Corridor Study (to be adopted by June 2025).

Task #6 Safe & Accessible Transportation Options/Complete Streets

Lead Agency: GHMPO

The objective of this task is to “fulfill the vision, principles, and strategies outlined in the GHMPO Complete Streets Policy” and provide safe transportation.

In 2024, the MPO will work with Hall County, Gainesville, Oakwood, and Flowery Branch on the completion of their Safety Action Plan through the Safe Streets for All Grant, and to update its Complete Streets Policy. Worked with the GHMPO TCC Trails Subcommittee to explore programming segments of the Highlands to Islands Trail into the Regional Transportation Plan update.

In 2025: 1) Complete Streets Policy update will be completed; 2) Safety Action Plan's projects will be implemented; 3) Highlands to Islands Trail Network will continue to be expanded.

GHMPO Business Plan & Upcoming Unfunded Studies



MEMORANDUM

The MPO wants to inform its planning partners of current and future unfunded projects and required planning activities. For FY 2025 these are listed in the table below.

Table 1. Anticipated Unfunded Products in FY 2025

Product	Cost Estimate & Funding Source	Date of Completion
SR 60/US 129 Connectivity Study	\$150,000	FY 2025
SR 60/Candler Road Improvement Study	\$150,000	FY 2025
Henry Street and Piedmont Avenue Streetscaping Study	\$50,000	FY 2025
City of Hoschton Transportation Study	\$100,000	FY 2025
City of Flowery Branch Downtown Redevelopment Study – Phase II	\$100,000	FY 2025
SR 60/SR 124/Sam Freeman Road Corridor Improvement Study	\$100,000	FY 2025

2017 Complete Streets Policy, GHMPO

The vision for the MPO's Complete Streets Policy is for every public right-of-way to give residents multi-modal transportation options to safely and conveniently travel to and from their destinations. The MPO seeks to incorporate complete street improvements at every stage of roadway life (planning, funding, designing, constructing, operating, and maintaining).

The MPO intends to provide bicycle and pedestrian facilities on every roadway according to roadway features, land uses, and community desires. This includes providing safe crossings, anticipating demand for bike-ped facilities within the lifespan of the roadway. Complete Streets principles should be applied during resurfacing works.

- In corridors whose primary purpose is to carry inter- and intra-regional traffic, a limited range of modal accommodations may be appropriate. At a minimum, sidewalks should be installed unless local conditions dictate otherwise.
- MPO encourages all jurisdictions to adopt similar policies and integrate them into their comprehensive plans, manuals, rules, etc. As of April 2024, the Cities of Gainesville and Oakwood have.
- Performance measures should be set to track improvements. Ideas are provided including crash numbers.
- GHMPO will:



MEMORANDUM

- a. Staff will make the Complete Streets policy a routine part of everyday operations and shall approach all transportation projects as an opportunity to improve the transportation network for all users of all abilities and will work in coordination with all jurisdictions.
- b. Maintain a priority list of all transportation improvement projects including those for problem intersections and roadways.
- c. Maintain a comprehensive network of bike and pedestrian infrastructure and identify key projects that could help to eliminate any gaps within that network.
- d. Train staff on best Complete Streets principles and practices.
- e. Seek out appropriate funding sources for successful implementation of Complete Streets policies.

2014 Bicycle and Pedestrian Plan Update, GHMPO

An updated plan will be published in late 2024. This version is an update to the original 2006 plan, and is focused on the development of shared-use trails as off-road facilities for cyclists and pedestrians. The Plan had 4 goals:

1. Promote active lifestyles by providing access to recreational trails in Hall County.
 - a. Create destination trails connecting to and through major passive parks.
 - b. Develop community programs to support active living.
2. Provide bicycle connections to high demand areas.
 - a. Connect trails to colleges and universities.
 - b. Connect trails to K-12 schools and parks.
 - c. Connect trails in areas of higher residential density with low auto ownership.
3. Support city redevelopment plans through bicycle and pedestrian connections.
 - a. Support development of walkable and bikeable corridors as community focal points.
 - b. Support city comprehensive plan objectives for redevelopment through increased accessibility.
4. Improve long distance cycling through the county and region.
 - a. Provide signed, on-street bicycle routes for distance riders along lower volume roads.
 - b. Connect to key destinations in surrounding counties.

At the time of writing, Hall County had 5 miles of walking and biking trails. High-demand areas were identified using these characteristics: high population density, above average poverty level, low auto-ownership level, presence of schools or universities. There are two universities in the study area: Brenau University and University of North Georgia.

Recommendations that are most applicable to an active transportation (non-recreational) context are the parallel routes recommended along I-985 corridor in South Hall County.



MEMORANDUM

2017 Sidewalk Inventory Report, GHMPO

There were 375 miles of sidewalk in GHMPO, mostly concentrated in Gainesville and South Hall County. The purpose of the report was to identify what sidewalk infrastructure currently exists, by adding county-wide information to the Gainesville City sidewalk data. The report aims to identify areas for improvement and increased connectivity.

- Gainesville recommendations: Increase connectivity and pedestrian crossings along Browns Bridge, Atlanta Highway, Highways 53, 60, and 129.
- Oakwood recommendations: Create connections from the outskirts of the city into the central network and to the Elachee Nature Science Center.
- Flowery Branch: connectivity needed from downtown Flowery Branch to Hideaway Bay Marina and Lake Lanier front. Connectivity possible to the Highlands to Islands Trail in Oakwood, which would link Flowery Branch to Downtown Gainesville via multi-use trail.
- Braselton & Jackson County: the downtown areas with sidewalks are siloed, connect them. Connect to the multi-use paths on Friendship Road.

The transit recommendations of this Plan are out of date because Hall Area Transit discontinued fixed-route service after adopting microtransit..

2019 Microtransit Feasibility Study, Hall County

The microtransit vendor Via completed a study for Hall County to understand its transit options in the region. This comes after Gainesville's reclassification as a large urbanized area in the 2020 census, which will reduce its federal transit funding. Via created five transit simulations to explore Hall County's options. Ultimately, it recommended upgrading the dial-a-ride service and 3 Gainesville Connection routes to microtransit to maximize service offering and maintain budget.

Hall Area Transit has since contracted Via to operate a county-wide microtransit system, called WeGO.

DRAFT 2045 Comprehensive Plan Transportation Element, Hall County

This draft of the Comprehensive Plan will be published in late 2024. One of the goals for the Comprehensive Plan is to "expand alternative transportation options by increasing pedestrian infrastructure, developing complete streets, and enhancing public transit". The Multi-Modal Transportation Element does not mention safety issues, but does mention prioritizing safety of all users. There is no mention of the GHMPO High Injury Network. Key action items are:

- Coordinate with GHMPO on completing the Highlands to Islands Trail network.
- Prioritize sidewalk and street lighting needs based on frequency of use. Coordinate with City and Town efforts to build and connect multi-modal infrastructure.
- Enact zoning conditions of approval for nearby developers to build connections to the Highlands to Islands Trail.
- Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.
- Encourage developers to construct trail systems within a half-mile of mixed-use projects.
- Encourage connections to activity centers within the Cities and Towns.
- Examine how County and City/Town parks can be connected through new trails.



MEMORANDUM

- Adopt a complete streets policy.
- Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.

Street Lighting Policy, Hall County

Hall County has a Street Lighting Policy, which is funded by a special tax district in all of unincorporated Hall County, found in Section 16.90 of the County Code of Ordinances. New subdivisions and single-family residential developments must submit their street lighting layout as part of their proposal. Outside of single-family residential developments, lighting is only permitted with the approval of the County Traffic Engineer, upon final approval of the Board of Commissioners, and compliance with the ordinance's standards.

The street lighting policy does not provide strict guidance on design standards, aside from minimum average illumination. There is room for improved design standards for pedestrian lighting.

Not Ratified 2024 Expansion of Special Tax District for Streetlights

This resolution, introduced in Hall County in 2024, proposed to expand the special tax district to fund new street lighting on Spring Road (between Browns Bridge Road and McEver Road) and along a portion of Skelton Road (between Browns Bridge Road and Shallowford Road). These two roads have recurring roadway speeding and safety concerns, but several residents resisted the Ordinance, citing increased cost burden on residents and lack of faith in the effectiveness of streetlights to improve safety conditions.

- A child was killed in a hit-and-run on Spring Road in 2023.
- Residents counter-proposed speed tables on Spring Rd and Skelton Road, but the County is hesitant to start funding expensive speed tables.
- Residents also expressed concern over street lighting's potential for attracting homeless people and late-night drug deals.

Residential Speed Control Program, Hall County

This Hall County document records the County's procedure and evaluation criteria for installation of speed control measures. Speed tables are the only measure named in the document. There is a high burden on the applicant to submit a petition:

1. A subdivision resident or association submits a request to the Traffic Engineering Division.
2. The County determines whether roadway characteristics are compatible with speed control program.
3. Applicant collects **affirmative signatures from 75%** of residents to petition the County for a traffic study.
4. Traffic study is performed collecting: traffic speed, volume, site review, and a review of accident history.
5. Two readings and public hearings must be completed before the Board of Commissioners.
6. If approved, a contractor will be secured. Installation costs will be divided and added to local property taxes, maintenance fee of \$12.00 per property will be added.



MEMORANDUM

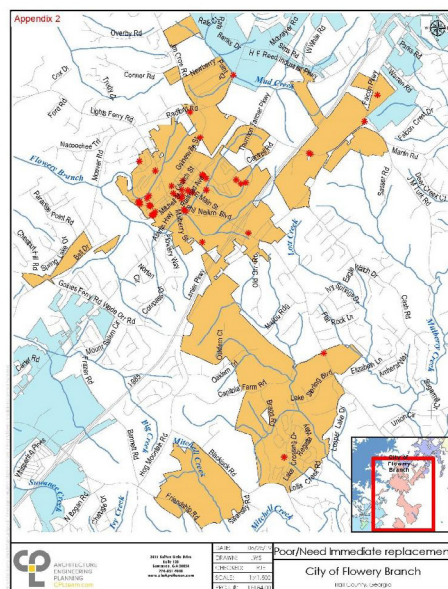
2023 Traffic Calming Device and Speed Hump Program, City of Gainesville

The City of Gainesville documents the City's procedure and evaluation criteria for installation of speed humps or traffic calming devices. Unlike the County, the City performs a traffic study upon request and may require a petition from residents for installation *after* the study has determined whether the area is eligible for traffic calming devices. Speed humps are the only traffic calming devices named in the document.

2019 Flowery Branch Speed and Sign Inventory Study, GHMPO

The MPO conducted a speed study and a study of the 1,604 street signs in Flowery Branch. The full inventory was mapped according to condition (see Map 1 below). The following roads were chosen for traffic studies: Gainesville St (35), Church St (25), Lights Ferry Rd (45), and East Main St (35). Posted speed limit at time of study are in brackets in miles per hour (mph). Significant speeding was found on Gainesville and recommendation was to increase the speed limit to 45 mph to match 85th percentile speeds. On southbound Lights Ferry Rd, 85th percentile speed was 52.3 mph, but no changes were recommended.

Map 1. Flowery Branch Signs in Poor Condition



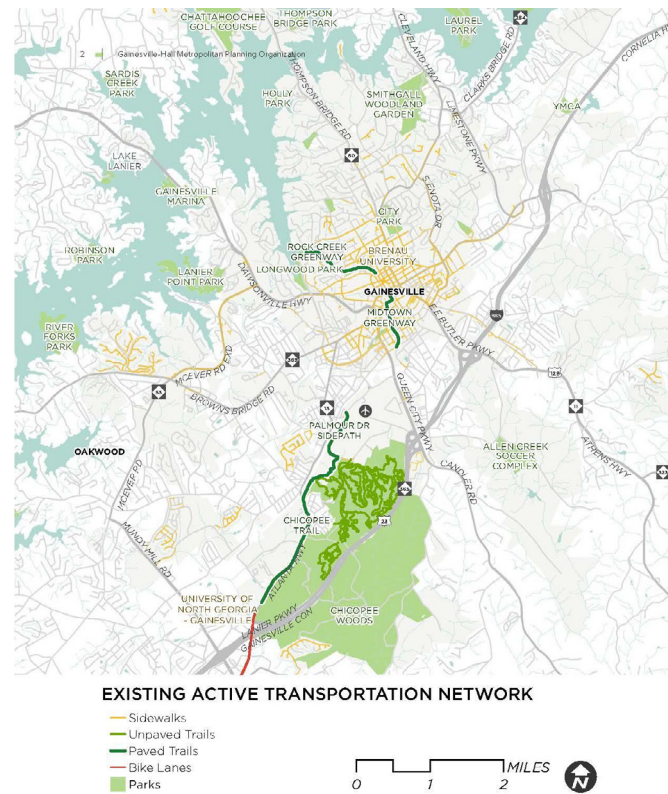


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2019 City of Gainesville Trail Study, GHMPO

This Alta-developed study was commissioned by the MPO to satisfy the Fixing America's Surface Transportation (FAST) Act requirement to increase accessibility and mobility. The proposed trail network connects important civic, educational, recreational, and mobility destinations, especially Midtown Greenway to Chicopee Trail, through a paved, off-street trail system. This concept was supported by and reflected the community engagement process. A high demand and low provision of pedestrian facilities was observed on Industrial Blvd. Low vehicle access was noted in central Gainesville, making it a priority area for safe active transportation facilities.

Map 2. City of Gainesville Existing Active Transportation Network





MEMORANDUM

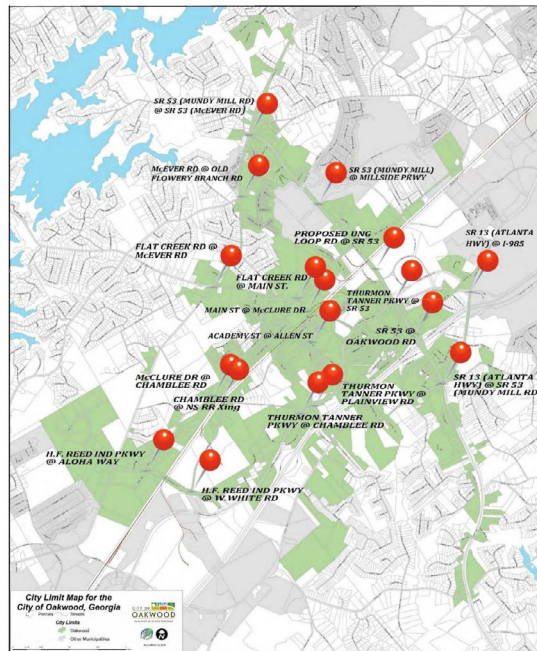
2018 City of Oakwood Traffic Improvement Study, GHMPO and City of Oakwood

Traffic congestion and safety issues were identified at 18 locations (see Map 3 below) on the City's roadway network, chosen with input from the City manager, City staff, stakeholders, and general public. Engineering evaluations and analyses were conducted to identify relevant improvement strategies. The following intersections had exceptionally high crash rates:

1. SR 13 (Atlanta Highway) & Thurmon Tanner Parkway/I-985 Southbound Ramps
2. SR 53 (Mundy Mill Road) & Thurmon Tanner Parkway
3. SR 13 (Atlanta Highway) & SR 53 (Mundy Mill Road)

Construction recommendations for intersection improvements were focused almost exclusively on motor vehicles. The study noted broken sidewalks, from large vehicles turning, at a number of intersections and recommended increased turning radii as well as guardrails. However, there was no mention of safety improvements for Vulnerable Road Users (VRU) such as pedestrians and bicyclists. Very large intersections like Sr 53 and Thurmon Tanner Parkway include right-turn slip lanes, complex geometry, and large crossing distances, but recommendations did not explicitly address pedestrian or cyclist safety.

Map 3. Safety Study Locations in City of Oakwood





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2021 SR 365/Jesse Jewell Parkway Traffic Impact Study, City of Gainesville and GHMPO

This study assessed 28 intersections on and near SR 36is in response to the FAST Act's direction to enhance integration and connectivity of the transportation system, across and between modes. The five intersections with the most crashes were:

1. *Jesse Jewell Parkway at Limestone Parkway¹*
2. *Jesse Jewell Parkway at Athens Highway*
3. Jesse Jewell Parkway at Downey Boulevard
4. Limestone Parkway at Cleveland Highway
5. *Cornelia Highway at Howard Road*

The proposed Compound Annual Growth Rate (CAGR) on Jesse Jewell Parkway segments are presented in Map 5 below. General issues in the corridor were identified in backed-up left-turn lanes, illegal U-turns, speeding, and cut-through large vehicle traffic on White Sulphur Rd. All northbound traffic must go through Gainesville, **channeling large commercial vehicles through Downtown Gainesville**. Concerns about freight traffic interactions around schools. Pedestrian and cyclist improvements were requested at Intersections #1, #2, #4, and #5 (see Map 4).

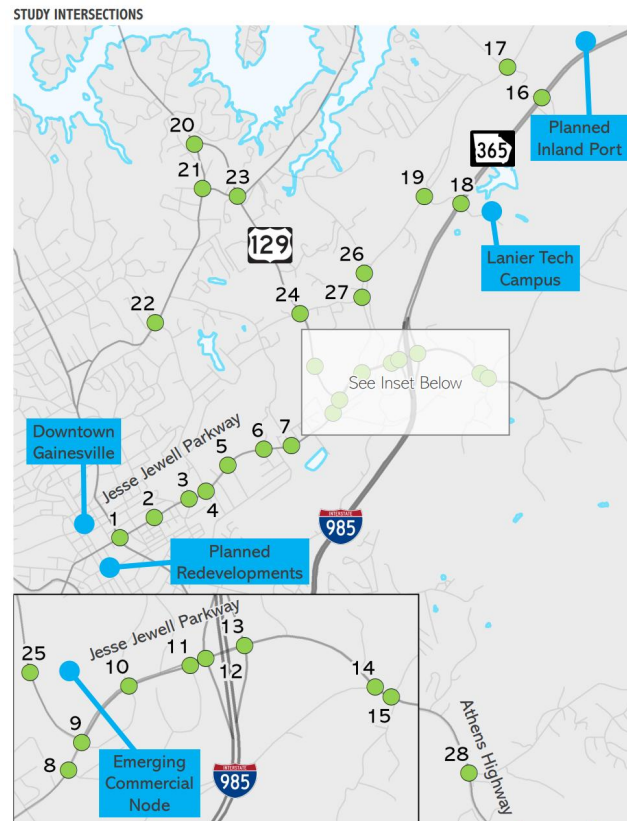
Unfortunately, few cyclist and pedestrian improvements were prescribed in the intersection action plan. Prioritization metrics did not include bicyclist and pedestrian access as a separate metric. Metrics were: safety, existing delay, delay reduction, number of vehicles served, stakeholder input, and community input. This is a missed opportunity to improve VRU safety in roadway improvement projects.

¹¹ Italicized intersections were also identified as priority intersections through public engagement.



MEMORANDUM

Map 4. City of Gainesville SR 365 Study Intersections

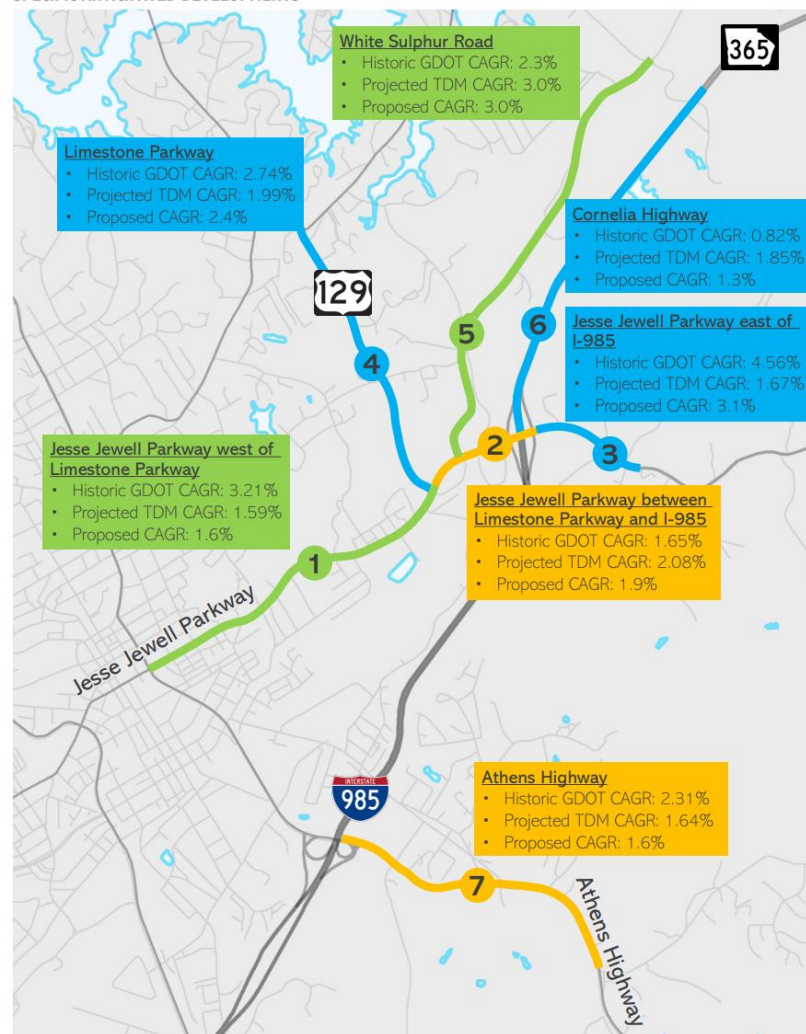




MEMORANDUM

Map 5. City of Gainesville SR 365 Anticipated Growth

SPECIFIC ANTICIPATED DEVELOPMENTS



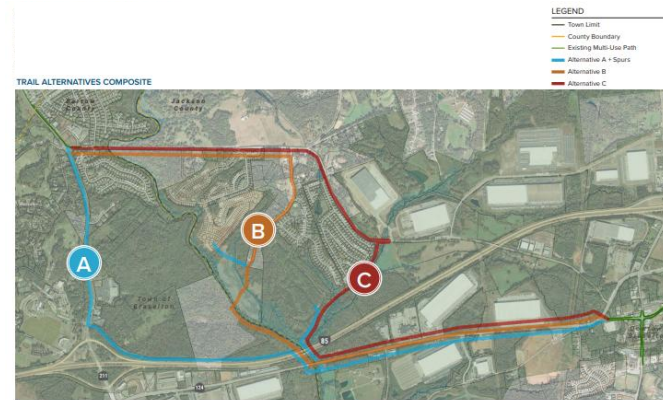


MEMORANDUM

2022 Braselton Trail Study, City of Gainesville and GHMPO

The purpose of this study is to conduct a small-scale, focused trail feasibility study to explore all possible connections for a multi-use path between the Life Path and Downtown Braselton. The Study recommends a route to connect Chateau Elan Golf Club, Winery & Resort to downtown Braselton, an identified priority for local tourism. Prioritization metrics were based on feasibility, cost, environmental impact mitigation, safety, and connectivity. Proposed routes can be seen below.

Map 6. Braselton Trail Route Alternatives



2019 Dawsonville Highway-McEver Road Connectivity Study, City of Gainesville and GHMPO

This Study developed and assessed potential traffic improvements along Dawson Highway corridor, including proposed concepts to connect Dawsonville Highway and McEver Road. Ultimately the study found that **none of the proposed alternatives were justified**. Instead, the study recommends permanent implementation of “Don’t Block the Box” program, implementation of inter-parcel access along both roadways, and cooperation with major private land owners to provide corridor-level improvements like new signals.

Key Findings and Takeaways

Existing plans and policies influence the day to day safety of roadway users in the Gainesville-Hall MPO area. Reviewing these documents provides important context for understanding the area’s current and future needs. Several studies, particularly those addressing specific corridors or infrastructure improvements, highlight the barriers to implementation that currently exist even when safety-focused policies and plans are already in place. Political will, community support, and a willingness to allocate funding for safety improvements must be developed alongside policies and plans.

The key findings from existing plans and policies is organized within four areas of focus: policy, design, programs, and projects. Within each, there are opportunities for improving safety for the benefit of the Gainesville-Hall MPO’s current and future residents.



MEMORANDUM

Policy

Current policy guidance demonstrates a strong foundation for safety, including a Complete Streets Policy for street design, a Street Lighting Policy for funding streetlight improvements. The Regional Transportation Plan not only has dedicated safety goals, but aims to increase multi-modal trips, and to coordinate its land use decisions with transportation.

Opportunities:

- Adoption of Complete Streets Policy by Hall County.
- Change speed zone implementation process to streamline process and encourage flexible, adaptive planning processes. Currently, the Hall County Commission must pass an ordinance to change speed limits.
- Street Lighting Policy lacks design guidance according to roadway context and intended user (pedestrian vs. driver).
- Street connectivity and multi-modal-friendly design are not in the County Code of Ordinances.

Design

Hall County's Complete Streets Policy includes a strategy for development of performance measures to track the progress of Complete Street element implementation. These performance measures can be incorporated into the Safety Action Plan.

Opportunities

- Potential before-and-after performance measures from the Complete Streets Policy are: Number of Crashes, Injuries and Fatalities for all Modes, Number of Countdown Signals, Miles of Bike Lanes, Percentage of Sidewalk Network Completed.

Programs

Hall County has transitioned to a system-wide microtransit service since 2021, which could reduce reliance on personal vehicles and decrease peak-time traffic volumes, thereby decreasing crashes. The MPO maintains and updates an annual record of crashes and crash profiles in Hall and Jackson Counties, enabling strong decision-making. Since 2018, Georgia drivers can be convicted for using a mobile device while driving after the State passed a law, Hands-Free Georgia Act (HB 673/AP).

Opportunities

- The Traffic Calming Device programs do not mention devices other than speed humps (City of Gainesville) or speed tables (Hall County). More detail and guidance can be offered.
 - Both agencies, especially Hall County, place a high burden of proof on the applicant. Hall County could consider emulating City of Gainesville's process, to encourage proactive reporting and involvement in the planning process.
- Funding for traffic calming devices is shared and can lead to gaps in programming. Clarify agency roles for traffic calming improvements.
- Safe Routes to School program could be implemented to organize strategies regarding freight traffic, student safety along high-volume roadways, and pick-up/drop-off safety and efficiency.



MEMORANDUM

Projects

The MPO has already identified key crash intersections and prioritized project lists in areas of interest, like around the Lanier Tech Campus. Some projects are already underway and more safety projects are programmed for the 2020-2025 time period.

Opportunities

- Proposed projects in City of Gainesville, City of Flowery Branch, and City of Oakwood do not include Vulnerable Road Users improvements in their proposed concepts. MPO and Cities should push for VRU improvements in all roadway projects.
- Encourage private property owners to provide inter-parcel connectivity.



Prioritization and Cost Estimates Methodology





Gresham Smith

MEMORANDUM

TO: Eric Scott – Alta

FROM: Erin Thoresen, Gresham Smith

CC: Alia Awwad, Jean Crowther – Alta
Zach Adriaenssens, Eric Lusher, Andrew Smith – Gresham Smith

DATE: December 12, 2024

SUBJECT: Hall County SS4A – Revised approach and methodology for Task 5.1 and 5.2

OVERVIEW

The following is a proposed approach and methodology for identifying draft project list, conducting a prioritization exercise, and preparing priority project cutsheets. It has been revised to reflect comments and discussion with Alta and Hall County during the December coordination meeting.

Task 5.1 Project Prioritization Process

- **Step 1:** Prepare draft prioritization framework and gather necessary data to perform prioritization.
 - Base on prior precedent from safety action plans and other safety studies around the region.
 - The proposed framework includes factors such as equity priority areas, overlap with HINs, fatal and serious injury crashes, risk factors, proximity to community facilities, project complexity and coordination needed, community and stakeholder input, road ownership.
 - *See proposed prioritization framework below.*
- **Step 2:** Identify the corridors and intersections where the needs are, based on:
 - Crash data – where there are the most severe crashes, KA crashes, and vulnerable user crashes (not limited to just HINs - focus on where the highest concentrations of severe crashes occurred)
 - Where people are most vulnerable (e.g., the equity priority areas)
 - Community input (from survey)
- **Step 3:** Prepare draft project list for review by Alta and Hall County
 - Reconcile against MTP, TIP, and maybe some of the other prior plans, based on input from the MPO. Potential plans to screen against include:
 - Ongoing MTP vs. [2020 MTP](#)
 - Current TIP

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December 13, 2024

- Bike/Ped Plan Update
- [Flowery Branch Downtown Parking and Mobility Study](#)
- [Braselton Trail Feasibility Study](#)
- [State Route 365/Jesse Jewel Parkway Traffic Impact Study](#)
- [Gainesville Trail Study](#)
- [Dawsonville Highway - McEver Road Connectivity Study](#)
- If desired by Hall County, Gresham Smith can incorporate projects from the TSPLOST list (even though it did not pass); where there is overlap with the priority corridors/intersections, we can incorporate/adapt TSPLOST projects into our draft project list.
- Use the Countermeasure Toolkit prepared by Alta to support project development, applying recommended countermeasures to corridors and intersections with crashes that match identified crash profiles.
- Alta and Hall County will provide feedback to Gresham Smith on the draft project list before we conduct the prioritization (anticipate 2-3 days for review).
- **Step 4: Conduct Prioritization**
 - Prepare a first draft of the project prioritization for review by Alta and Hall County ahead of the stakeholder committee meeting (anticipate 2-3 days for review).
 - One round of revisions prior to stakeholder committee meeting.
 - One round of revisions based on stakeholder committee feedback before preparing draft priority project cutsheets.
 - Identify top 10 corridor projects and top 10 intersection projects based on results of prioritizations and stakeholder and County feedback.

Task 5.2 Priority Project Cutsheets Process

- **Step 1:** Prepare draft template for 11x17" cutsheets based loosely on crash profiles and draft plan branding/graphics.
 - Cutsheets proposed to include information such as: written project description, high-level graphic, location map, cost estimate, equity information and ties to crash analysis or data (e.g., stats for that location).
- **Step 2:** Select five priority projects from prioritized list in consultation with Alta and Hall County.
- **Step 3:** Prepare draft priority project cut-sheets for review by Alta and Hall County.
 - One round of revisions based on feedback prior to community meeting.

Proposed Prioritization Framework

Individual projects in the Safety Action Plan project universe will be scored based on select criteria that are detailed in this memo. The resulting scores will be tallied for each item, which can be used to determine the priority (high, medium, or low) of each project. This section describes the scoring system for potential safety infrastructure projects in Hall County.

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A prioritization matrix will be developed to score each project based on criteria. Each project will be an individual row. Columns will be listed for each evaluation criterion.

Equity Priority Areas – Does the project fall within a historically disadvantaged Census tract as defined by Justice40?

- No – 0 points
- Yes – 5 points

Overlap With High-Injury Networks (HINs) – Does the project fall within any of the Hall County high-injury networks, including motorcycle, bicycle/pedestrian, all vehicle HINs, and/or High-Injury Intersection Network?

- Not within any HIN – 0 points
- 1 HIN – 2 points
- 2 HINs – 4 points
- 3 HINs – 5 points

Fatal and Serious Injury Crashes – Is the project the site of or in close proximity to an intersection or corridor where a fatal or serious injury crash occurred between 2019 and 2023?

- No – 0 points
- Yes, serious injury only – 2 points
- Yes, fatal only – 4 points
- Yes, both fatal and serious injury – 5 points

Crash Profiles – Does the project address any of the crash profiles identified by the consultant team? Points will be awarded to projects based on the number of profiles addressed.

- Does not address any crash profiles – 0 points
- Addresses 1-2 crash profiles – 1 points
- Addresses 3-4 crash profiles – 3 points
- Addresses 5 or more risk factors – 5 points

Proximity to Community Facilities – Is the project in close proximity to community facilities which generate vehicular and/or pedestrian traffic, such as parks, schools, City facilities, courthouses, or commercial and mixed-use land uses?

- Not within 1 mile of a traffic or pedestrian generator – 0 points
- Within 1 mile of a traffic or pedestrian generator – 1 points
- Within ½ mile of a traffic or pedestrian generator – 3 points
- Within ¼ mile of a traffic or pedestrian generator – 5 points

Project Complexity and Coordination Needed – What level of complexity and coordination with other agencies does this project require for implementation? This includes coordination with Cities

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in Hall County, adjacent Counties, and GDOT, as well as consideration of needs for right-of-way acquisition, railroad coordination, utility coordination/relocation, and constructability.

- High level of coordination/complexity – 1 points
- Medium level of coordination/complexity – 3 points
- Low level of coordination/complexity – 5 points

Community and Stakeholder Input – Was this project mentioned as a need through a Hall County resident or a member of the stakeholder committee? Also consider whether this project is derived from a previous plan or study

- Not mentioned by the public or stakeholders – 1 point
- Mentioned by the public or stakeholders – 3 points
- Mentioned multiple times by the public or stakeholders OR included in a previous plan or study – 5 points

The projects in the matrix will be ranked from highest to lowest raw score. It was agreed by the project team that no weighting is needed; the total scores will be used to assign each project into tiers representing different priorities for implementation.

Gresham Smith



Gresham Smith

TECHNICAL MEMORANDUM

TO: Eric Scott – Alta
FROM: Zach Adriaenssens, AICP – Gresham Smith
CC: Alia Awwad, Jean Crowther, Stephanie Garcia – Alta
Erin Thoresen, AICP; Andrew Smith, AICP, RSP₁ – Gresham Smith
DATE: Revised - February 7, 2025
SUBJECT: Hall County SS4A – Final Project Recommendations & Cutsheets

INTRODUCTION

The Gresham Smith planning team received final approval on the previously submitted Recommendations Approach Memorandum on December 14, 2024. The memo defined the process that would be used to score and rank the project recommendations put forward as part of the Hall County Safe Streets for All (SS4A) planning document. The following memorandum details and summarizes the five projects that were selected for additional study/cutsheets, as well as documenting the feedback received that helped inform the selection of the final project list.

METHODOLOGY REVIEW

Hall County's SS4A Plan used a scoring system to prioritize and rank a total of fifty-four (54) potential safety projects that were identified as part of the plan development process. Each of the fifty-four (54) projects were evaluated according to these previously established criteria:

- Overlaps with an Equity Emphasis Area
- Overlaps with one of the four High Injury Networks (HINs)
- Proximity to fatal or serious injury crashes
- Addresses concerns within identified crash profiles
- Proximity to key community facilities
- Project complexity/required coordination
- Level of public/stakeholder support

With consultation from the Gainesville-Hall Metropolitan Planning Organization (GHMPO) project manager and wider project team, each criterion was assigned a certain number of points. The points associated with the defined criteria were then summed for each project to generate a raw

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score that reflected its overall priority – with higher scores indicating a higher priority for implementation.

Projects were then listed in a prioritization matrix, ranked by their total scores without additional weighting. This aggregated score was only one aspect of the ranking process. The draft list of scored and prioritized projects was also presented to the project’s stakeholder committee for feedback, which further helped inform the final prioritization of projects for the plan. Each step of the process included GHMPO consultation and coordination. This process has helped ensure that resources and efforts are directed where they can have the greatest impact on improving safety across Hall County.

PRIORITY PROJECTS

After assessing each of the 54 projects to see which would have the greatest impact on transportation safety within Hall County, five priority projects floated to the top. A map of all five priority projects can be found in **Appendix I: Proposed Project Locations**. Detailed descriptions of each project can be found below, along with a more in-depth look at the vehicle crashes found along each corridor (with particular attention placed on how the proposed priority projects would address existing crash trends).

SFTY-03: Queen City Parkway Corridor Improvements

Queen City Parkway is an approximately 2.37-mile corridor connecting Jesse Jewell Parkway to Old Candler Road, just east of Lee Gilmer Memorial Airport, in Hall County. The corridor’s existing typical section consists of two lanes in each direction, with a dual direction turn lane in the northern portions of the corridor, and a grassed median on the southern portions of the corridor. Using the Georgia Department of Transportation’s (GDOT’s) Traffic Analysis and Data Application (TADA), **Table 1: Queen City Parkway Traffic Volumes** provides a summary of average annual daily traffic (AADT) counts from three locations along the corridor. Traffic volumes continue to trend upward throughout the corridor, with a range in AADT value between 18,800 and 29,000 vehicles in 2023.

Table 1: Queen City Parkway Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0312	Pine Street Park	18,300	18,700	18,800
139-0309	Aviation Boulevard	25,200	26,500	26,700
139-0307	Palmour Drive	27,900	28,500	29,000

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Queen City Parkway has existing traffic signals at its intersections with: Old Candler Road; the I-985 Northbound on/off ramps; the I-985 Southbound on/off ramps; W Ridge Road; Aviation Boulevard; Industrial Boulevard; Pearl Nix Parkway; and Jesse Jewell Parkway. Existing speed limits in the corridor vary from 35 miles per hour (mph) to 45mph.

Queen City Parkway Corridor Crashes & Potential Countermeasures

Below, **Table 2: Queen City Parkway Corridor Crash Severities** provides a summary of all crashes occurring along the Queen City Parkway corridor from 2018 to 2022. During that time, 1,356 vehicle crashes occurred along the corridor, with eighty-eight (88) of those resulting in minor, serious or fatal injuries. In addition, the number of serious and fatal injury crashes appears to be trending upwards, from two crashes in 2018 to six in 2022.

Table 2: Queen City Parkway Corridor Crash Severities

Year	KABCO Scale					Unknown	Total Crashes
	Fatal	Injury			PDO		
	K	A	B	C	O		
2018	0	2	15	49	222	0	288
2019	0	1	11	46	218	1	277
2020	1	4	6	40	181	0	232
2021	1	4	22	56	194	2	279
2022	0	6	15	40	219	0	280
Total	2	17	69	231	1,034	3	1,356

It is important to take note of circumstances around the two fatal injury crashes along the corridor, so as to help identify any trends in lethality that could be disrupted via effective countermeasures moving forward. Both fatal injury crashes (Collision IDs: 7593041 and 8286736) involved vehicles being struck while completing left-turning movements at signal-controlled intersections (W Ridge Road and I-985 Northbound On/Off Ramp). Safety countermeasures proposed for Queen City Parkway should particularly address left-angle crashes at signalized intersections.

For those 88 crashes that resulted in minor, serious or fatal injuries, **Table 3: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Queen City Parkway)** summarizes the types of crash associated with those collisions. From 2018 to 2022, angle crashes were the manner of collision most likely to result in minor, serious or fatal injury along Queen City Parkway.

Therefore, proposed improvements seeking to address injury crashes in the area would ideally seek to eliminate the potential for such collisions to occur. A number of proven safety countermeasures have been shown to effectively minimize the potential for head-on and angle crashes. Examples of such countermeasures include installing roundabouts; implementing restricted crossing U-turns (RCUTs); implementing median U-turns (MUTs); utilizing flashing

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yellow arrow (FYA) turn signals for left turns; and managing corridor access with non-traversable medians.

Table 3: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Queen City Parkway)

Year	Manner of Collision					Total Crashes
	Angle	Head On	Rear End	Sideswipe	Not a Collision with a Motor Vehicle	
2018	9	1	4	1	2	17
2019	5	0	5	0	2	12
2020	7	0	3	0	1	11
2021	14	1	6	1	5	27
2022	11	2	6	0	2	21
Total	46	4	24	2	12	88

Final Project Description:

This project would calm traffic speeds along Queen City Parkway from Jesse Jewell Parkway to Candler Road. This segment of Queen City Parkway lies within an Equity Emphasis Area and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. Of the 21 fatal and serious injury crashes occurring in the corridor from 2018 to 2022, 71.43% (15) were intersection-related, 47.62% (10) were left-angle crashes, and 38.10% (8) occurred in unlit areas during non-daylight hours. This project would assess the Queen City Parkway corridor for traffic-calming and speed reduction measures, including evaluating the possibility of decreasing the posted corridor speed-limit to 35 mph throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Boulevard and West Ridge Road.¹

PED-03: Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula

Main Street, in downtown Lula, Georgia, is an approximately 2.12-mile corridor from Miller Drive to Lewallen Circle, in the northeastern corner of Hall County. The corridor's existing typical section consists of one lane in each direction, with limited pedestrian facilities throughout. Existing right-of-way along the corridor is hemmed in on the east by an existing active railroad line. There are also a number of businesses that maintain angled on-street parking along the corridor. The corridor does not contain any active traffic signals (though the intersection of Main Street and

¹ The [USLIMITS2](#) application – an effective and important tool to aid practitioners in determining appropriate corridor speed limit recommendations for all road users – is one method that could be utilized to determine if such a reduction is feasible.

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Athens Street is stop-controlled). Posted speed limits are 35 mph within Lula's central business district and 45 mph at the eastern and western termini of the corridor.

A full summary of AADT values from traffic monitoring stations along the corridor using GDOT's TADA application is provided below in **Table 4: Main Street (Lula) Traffic Volumes**. Traffic volumes continue to trend upward throughout the corridor, with a range in AADT value between 2,240 and 4,150 vehicles in 2023. Traffic volumes tend to decline the farther north along the corridor they are measured (with the highest AADT volume measured in the corridor coming from just south of the Main Street/Athens Street intersection).

Table 4: Main Street (Lula) Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0771	South of Athens Street	4,060	4,100	4,150
139-7393	North of Athens Street	2,780	3,100	3,140
139-0458	South of 8 th Street	1,960	2,210	2,240

Main Street (Lula) Corridor Crashes & Potential Countermeasures

Below, **Table 5: Main Street (Lula) Corridor Crash Severities** provides a summary of all crashes occurring along the Main Street corridor from 2018 to 2022. During that time, 54 vehicle crashes occurred along the corridor, with six (6) of those resulting in minor, serious or fatal injuries.

Table 5: Main Street (Lula) Corridor Crash Severities

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	0	0	0	1	9	0	10
2019	0	0	0	2	7	0	9
2020	1	0	2	1	9	0	13
2021	0	0	1	1	11	0	13
2022	0	2	0	1	6	0	9
Total	1	2	3	6	42	0	54

For the six crashes that resulted in minor, serious or fatal injuries, two (33.3%) involved a cyclist or a pedestrian, and five (83.3%) were intersection-related. And while 29.6% (16) of the 54 total corridor crashes occurred during non-daylight conditions, a larger share of crashes resulting in minor, serious or fatal injury crashes (40%) occurred during non-daylight conditions – suggesting that crashes that occurred in non-daylight conditions were more likely to result in minor, serious or fatal injuries. Finally, the single fatal injury crash along the corridor (Collision ID 7586707) occurred in unlit conditions on the night of January 22, 2020 – when a northbound pedestrian

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walking around a car parked on the side of Main Street that does not have sidewalks was struck by a passing northbound driver.

With the data and details regarding the corridor's fatal, serious and minor injury crashes providing such important context, it's clear that any proposed improvements along Main Street should prioritize protecting vulnerable road users, calming intersections, and improving lighting conditions for both vehicles and pedestrians.

A number of proven safety countermeasures have been shown to effectively improve safety conditions for vulnerable road users (cyclists, pedestrians, motorcyclists, etc.). Examples of such countermeasures include: installing walkways/sidewalks; installing crosswalk visibility enhancements; installing protected bicycle lanes; road diets/roadway reconfigurations; corridor lighting; and corridor access management.

Final Project Description:

The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main Street from Lewallen Circle to Miller Drive in downtown Lula, Georgia. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards; constructing ADA-compliant intersection improvements where none currently exist; restriping existing crosswalks; installing audible traffic signals and signs at two major intersections (Main Street/Athens Street and Main Street/8th Street); filling all existing sidewalk gaps; widening sidewalks to follow GDOT standards where not currently present; installing enhanced landscaping and hardscaping; and installing pedestrian- and roadway-level lighting.

SFTY-02: Limestone Parkway Corridor Safety Improvements

Limestone Parkway is an approximately 2.10-mile corridor connecting Jesse Jewell Parkway to Cleveland Highway/State Route (SR) 11, near the northeastern city limits of Gainesville, in Hall County, Georgia. The corridor's existing typical section consists of two lanes in each direction, with dedicated turn lanes at all signalized intersections. Limestone Parkway has existing traffic signals at its intersections with: Cleveland Highway/SR 11; Clarks Bridge Road; Beverly Road; Road A; and Jesse Jewell Parkway. Existing speed limits in the corridor are 45 mph throughout.

A full summary of AADT values from traffic monitoring station's along the corridor using GDOT's TADA application is provided below in **Table 6: Limestone Parkway Traffic Volumes**. Traffic volumes continue to trend upward at the corridor's northern and southern termini, but are largely static in the center of the corridor (near Lakeview Academy). The corridor shows significant volume variation, as AADT values in 2023 range from 9,520 to 20,900 vehicles. Traffic volume measurements in the corridor were noticeably higher south of Clarks Bridge Road.

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Table 6: Limestone Parkway Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0767	Clarks Bridge Road	9,250	9,460	9,520
139-0765	Windward Lane	17,400	17,200	17,400
139-0763	Huntington Drive	20,300	20,800	20,900

Limestone Parkway Corridor Crashes & Potential Countermeasures

Below, **Table 7: Limestone Parkway Corridor Crash Severities** provides a summary of all crashes occurring along the Limestone Parkway corridor from 2018 to 2022. During that time, 652 vehicle crashes occurred along the corridor, with forty-five (45) of those resulting in minor, serious or fatal injuries.

Table 7: Limestone Parkway Corridor Crash Severities

Year	KABCO Scale					Unknown	Total Crashes
	Fatal	Injury			PDO		
	K	A	B	C	O		
2018	1	2	5	16	134	0	158
2019	2	1	5	20	113	0	141
2020	0	2	7	10	85	0	104
2021	1	0	9	21	89	0	120
2022	1	1	8	17	102	0	129
Total	5	6	34	84	523	0	652

With five fatal injury crashes in five years, very few corridors in Hall County are able to match Limestone Parkway's mortality rate. Below, **Table 8: Limestone Parkway Fatal Injury Crash Summary** provides more insight into each deadly crash, to help better identify methods of preventing such trends in lethality from continuing.

For those 45 crashes that resulted in minor, serious or fatal injuries, **Table 9: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Limestone Parkway)** summarizes the types of crash associated with those collisions. From 2018 to 2022, angle crashes were the manner of collision most likely to result in minor, serious or fatal injury along Limestone Parkway.

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Table 8: Limestone Parkway Fatal Injury Crash Summary

Collision ID	Date	Location	Summary
8180494	8.16.21	Clarks Bridge Road	A driver suffered a heart attack that caused him to lose control of his vehicle. They succumbed to their injuries three days later.
7439083	11.14.19	Lighthouse Manor Drive	A vehicle driver struck and killed a pedestrian attempting to cross the street at Lighthouse Manor. It was night, and the area is unlit.
8735892	10.5.22	Beverly Road	A northbound driver on Limestone Parkway turning left onto Beverly Road struck and killed a southbound motorcyclist.
7257719	6.21.19	Road A	A northbound driver entered on-coming traffic and struck a southbound vehicle at the Road A intersection, fatally injuring the southbound driver.
6771896	6.28.18	Jesse Jewell Parkway	Travelling southbound, a driver lost control of their vehicle and struck "a concrete pole sign support", fatally injuring themselves in the process.

Table 9: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Limestone Parkway)

Year	Manner of Collision					Total Crashes
	Angle	Head On	Rear End	Sideswipe	Not a Collision with a Motor Vehicle	
2018	5	1	0	1	1	8
2019	2	1	2	0	3	8
2020	6	1	2	0	0	9
2021	6	0	2	0	2	10
2022	9	1	0	0	0	10
Total	28	4	6	1	6	45

Data strongly suggests that proposed improvements seeking to address injury crashes along the corridor should try to eliminate the potential for angle crashes to occur. A number of proven safety countermeasures have been shown to effectively minimize the potential for angle crashes. Examples of such countermeasures include: installing roundabouts; implementing restricted crossing U-turns (RCUTs); implementing median U-turns (MUTs); utilizing flashing yellow arrow (FYA) turn signals for left turns; and managing corridor access with non-traversable medians.

Gresham Smith

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Final Project Description:

The project proposes to calm traffic speeds along Limestone Parkway from Cleveland Highway to Jesse Jewell Parkway. This corridor lies within an Equity Emphasis Area, and was the site of forty-five (45) minor, serious and fatal injury crashes from 2018 to 2022. Of those 45 crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including evaluating the possibility of reducing corridor speed limits to 35 mph and flashing yellow arrow (FYA) signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.

PED-02: Phil Niekro Boulevard/Spout Springs Road Corridor & Pedestrian Safety Improvements

The proposed project would seek to improve safety along a roughly 1.07-mile roadway corridor from Atlanta Highway to Hog Mountain Road, in Flowery Branch, Georgia. The corridor is bisected by I-985. The portion of the corridor west of the I-985 southbound on/off ramp intersection is known as Phil Niekro Boulevard, and it has an existing typical section consisting of a single lane in each direction with limited pedestrian facilities. The portion of the corridor east of the I-985 southbound on/off ramp intersection is known as Spout Springs Road, and it has an existing typical section consisting of two lanes in each direction, with dedicated turn lanes at signalized intersections and ADA-compliant pedestrian improvements throughout.

There are existing traffic signals where Phil Niekro Boulevard/Spout Springs Road intersects: Atlanta Highway; Thurmon Tanner Parkway/Crest Village Circle; the I-985 southbound on/off ramps; the I-985 northbound on/off ramps; the Stonebridge Village Shopping Center entrance; and Hog Mountain Road. Posted speed limits are 45 mph along Phil Niekro Boulevard, and 35 mph along Spout Springs Road. The western terminus of the corridor has constrained right-of-way due to a nearby active railroad line; while the eastern terminus of the corridor ties into a previously completed widening of the Spout Springs Road corridor (GDOT PI No. 0009679).

A full summary of AADT values from traffic monitoring stations along the corridor using GDOT's TADA application is provided below in **Table 10: Phil Niekro Boulevard Traffic Volumes**. While there is only one monitoring station along the corridor, traffic volumes have declined notably over the three most recently measured years (2021-2023). This is despite notable residential, commercial and industrial development in the area.

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Table 10: Phil Niekro Boulevard Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0445	Crest Village Circle	10,600	10,900	9,930

Phil Niekro Boulevard/Spout Springs Road Corridor Crashes & Potential Countermeasures

Below, **Table 11: Phil Niekro Boulevard/Spout Springs Road Corridor Crash Severities** provides a summary of all crashes occurring along the Phil Niekro Boulevard/Spout Springs Road corridor from 2018 to 2022. During that time, 475 vehicle crashes occurred along the corridor, with twenty-eight (28) of those resulting in minor, serious or fatal injuries.

Table 11: Phil Niekro Boulevard/Spout Springs Road Corridor Crash Severities

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	0	1	1	19	71	0	92
2019	1	2	6	14	82	0	105
2020	0	1	5	14	52	0	72
2021	0	1	2	13	77	0	93
2022	0	1	7	12	93	0	113
Total	1	6	21	72	375	0	475

Crashes along Phil Niekro Boulevard represent a range of severities and typologies. It is important to note that the one fatal crash (Collision ID: 7723935) occurred on August 7, 2019 and involved traffic backing up onto the active railroad line near the intersection of Atlanta Highway. A train struck a passenger vehicle that became stuck between the lowered railroad crossing arms, resulting in one fatal injury (the driver of the vehicle). For all 28 crashes that resulted in minor, serious or fatal injuries, a total of 20 (71.43%) were officially “intersection-related” per Numetric’s AASHTOWare Safety – Crash Query application² (though all 28 occurred within 150 feet of an intersection).

A full breakdown of fatal, serious and minor injury crashes according to their proximity to which intersection can be found in **Table 12: Intersection Crashes with Injuries on Phil Niekro Boulevard**.

² [Numetric’s AASHTOWare Safety – Crash Query](#) application is an online dashboard program that catalogs and maps police reports of vehicle crash incidents from across the state of Georgia; the partially redacted reports can often provide important details on what may have caused fatal, severe and minor injury crashes

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Table 12: Intersection Crashes with Injuries on Phil Niekro Boulevard

Year	Phil Niekro Blvd/Spout Spring Rd Intersection with:					Total Crashes
	Atlanta Highway	I-985 NB/SB	Hog Mountain Road	Porter Road	Holland Dam Road	
2018	1	1	0	0	0	2
2019	4	3	1	1	0	9
2020	3	0	2	1	0	6
2021	0	1	1	0	1	3
2022	1	2	3	2	0	8
Total	9	7	7	4	1	28

Proposed improvements seeking to address injury crashes in the area would ideally address crashes at intersections. A number of proven safety countermeasures have been shown to effectively mitigate safety concerns at intersections. Examples of such countermeasures include corridor access management plans; roadway intersection lighting; roadway corridor lighting; reducing speed limits; and roundabouts.

Final Project Description:

This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Highway to Hog Mountain Road. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Boulevard for traffic-calming measures, including evaluating the possibility of reducing corridor speed limits to 35 mph, while the Spout Springs Road portion of the corridor would be assessed for potential access management improvements. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Boulevard to a four-lane typical section throughout and assess the viability of roundabouts³ at the existing intersections with the I-985 on/off ramps.

R-03: E.E. Butler Parkway at MLK Jr. Boulevard Roundabout

The existing E.E. Butler Parkway at Martin Luther King (MLK) Jr. intersection is located on the southeast edge of downtown Gainesville, Georgia. The intersection skew and geography are complicated by a third intersecting roadway (Athens Street), and a bridge over an active railroad

³ Since the existing intersections are either on a state route or on the national highway system (due to the intersections with the I-985 on/off ramps), GDOT policy would require an Intersection Control Evaluation (ICE) analysis. ICE analyses examine multiple alternative intersection configurations to determine the safety and most cost-effective option for all road users.

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line under E.E. Butler Parkway to the southeast. The existing typical section of E.E. Butler Parkway consists of two lanes in each direction, with dedicated northbound left and right turn lanes, and a dedicated southbound left turn lane. The existing typical section of MLK Jr. Boulevard is one lane in each direction with dedicated left turn lanes both eastbound and westbound. Athens Street has an existing typical section of one lane in each direction but has dedicated left and right turn lanes at its endpoint with MLK Jr. Boulevard. The existing intersections are signalized.

A full summary of AADT values from traffic monitoring stations around the intersection using GDOT's TADA application is provided below in **Table 13: E.E. Butler Parkway at MLK Jr. Boulevard Traffic Volumes**. Traffic trends around the intersection are notable in that they are shown to be declining along four of the five legs of the proposed roundabout: 1) E.E. Butler Parkway north of the intersection; 2) MLK Jr. Boulevard east of the intersection; 3) MLK Jr. Boulevard west of the intersection; and 4) Athens Street.

Table 13: E.E. Butler Parkway at MLK Jr. Boulevard Traffic Volumes

Station ID	Roadway	Location	AADT		
			2021	2022	2023
139-0125	E.E. Butler Parkway	North of Intersection	29,300	30,000	29,100
139-0123		South of Intersection	33,100	35,900	36,100
139-0101	MLK Jr. Boulevard	East of Intersection	12,800	10,500	10,500
139-0596		West of Intersection	5,090	4,790	4,830
139-0683	Athens Street	Patterson Drive Intersection	9,330	9,430	8,770

E.E. Butler Parkway at MLK Jr. Boulevard Crashes & Potential Countermeasures

Below, **Table 14: E.E. Butler Parkway at MLK Jr Boulevard Crash Severities** provides a summary of all crashes occurring along the Queen City Parkway corridor from 2018 to 2022. During that time, 217 vehicle crashes occurred at this intersection, with eight (8) of those resulting in minor, serious or fatal injuries.

Table 14: E.E. Butler Parkway at MLK Jr. Boulevard Crash Severities

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	0	0	2	7	43	0	52
2019	0	1	3	5	34	0	43
2020	0	1	0	7	34	0	42
2021	0	1	0	5	32	0	38
2022	0	0	0	8	34	0	42
Total	0	3	5	32	177	0	217

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Of the eight serious and minor injury crashes occurring in the corridor from 2018 to 2022, seven (87.50%) were curve-related, seven (87.50%) involved “following too closely”, and two (25.00%) involved motorcycles. All of the serious injury crashes at the intersection involved turning left onto MLK Jr. Boulevard from westbound E.E. Butler Parkway. The challenging topography of the intersection (westbound E.E. Butler Parkway is traveling downhill into the intersection at an angle) means advanced signal warnings could be beneficial.

With those vehicle crash statistics in mind, any proposed projects seeking to improve transportation safety at the E.E. Butler Parkway/MLK Jr. Boulevard intersection should seek to address curve issues, as well as protections for vulnerable road users. A number of proven safety countermeasures have been shown to effective in these areas. Such countermeasures include roadside design improvements at curves; installation of roundabouts; dedicated left-and right-turn lanes; road diets; improved lighting; and medians and pedestrian refuge islands.

Final Project Description:

This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Parkway at Martin Luther King (MLK) Jr. Boulevard and Athens Street. The intersection lies within a previously identified Equity Emphasis Area and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the eight serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved “following too closely”, and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Parkway.

COST ESTIMATION METHODOLOGY

To assist the GHMPO in planning and budgeting for advancement and implementation of SS4A Action Plan recommendations, the Gresham Smith project team prepared planning-level cost estimates for each of the five priority projects detailed in the cutsheets.

Planning-level cost estimates were developed using recent pay items, applicable costs from recently approved cost estimates for other projects, research on project precedence, and engineering judgment. They are based on the estimated cost of project construction – reflecting major project elements such as pavement, graded aggregate base (GAB), medians or islands, curb and gutter, traffic and pedestrian signals, lighting, walls, drainage structures, signing and marking, erosion control, and traffic control, where appropriate, among other factors as needed based on project descriptions.

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Estimates for anticipated project phases were calculated based on agreed-upon percentages of the estimated construction cost, as follows:

- Preliminary Engineering (PE): 20%
- Right-of-Way (ROW): 15% (with the exception of Projects R-03 and PED-02, which applied 20%)
- Utilities (UTL): 15% (with the exception of Projects R-03 and PED-02, which applied 20%)
- Construction Inspection (CEI): 10%

An additional 20% was added to the sum of the total cost for all phases for contingency purposes – this amount is the low-end cost estimate for each project:

$$\text{Low-End Estimate} = (\text{CST} + \text{PE} + \text{ROW} + \text{UTL} + \text{CEI}) \times 1.2$$

High-end cost estimates applied another 20% of contingency on top of the low-end cost estimates:

$$\text{High-End Estimate} = ([\text{CST} + \text{PE} + \text{ROW} + \text{UTL} + \text{CEI}] \times 1.2) \times 1.2$$

Or, in other words, High-End Estimate = Low-End Estimate x 1.2

Finally, the mid-range cost estimate is the average of the low-end and high-end cost estimates:

$$\text{Mid-Range Estimate} = \text{Average of Low-End Est} + \text{High-End Est}$$

Cost estimates are shown in current-year (2025) dollars and are subject to change over time, due to factors such as the cost of labor, materials, and inflation. It is anticipated that as each project is advanced into the next phases of implementation – through concept, preliminary engineering, final design – more details about the projects will be revealed, enabling more precise and informed cost estimates. The total cost estimate for each newly recommended project was rounded up to the nearest \$1,000.

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Project List



Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects
SFTY-03	Queen City Parkway Corridor Improvements	This project would calm traffic speeds along Queen City Pkwy from Jesse Jewell Pkwy to Candler Rd. This segment of Queen City Pkwy lies within an Equity Emphasis Area, and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. This project would assess the Queen City Pkwy corridor for traffic-calming and speed reduction measures, including decreasing the posted corridor speed-limit to 35 miles per hour (mph) throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Blvd and West Ridge Rd. The proposed project would also include filling sidewalks gaps where present.	GDOT	GDOT	Gainesville Unincorporated Hall Co.	No	Jesse Jewell Parkway	Candler Road	Short-Term	31	1st
PED-03	Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula	The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main St from Lewallen Cir to Miller Dr in downtown Lula. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards, constructing ADA-compliant intersection improvements where none currently exist, restriping existing crosswalks, installing audible traffic signals and signs at two major intersections (Main St/Athens St and Main St/8th St), filling all existing sidewalk gaps, widening sidewalks to a minimum of 5.5 feet where not currently present, installing enhanced landscaping and hardscaping, and installing pedestrian- and roadway-level lighting.	GDOT	GDOT	Lula	Yes	Miller Dr	Lewallen Circle	Short-Term	30	2nd
SFTY-02	Limestone Parkway Corridor Safety Improvements	The project would calm traffic speeds along Limestone Pkwy from Cleveland Hwy to Jesse Jewell Pkwy. This corridor lies within an Equity Emphasis Area, and was the site of eleven (11) serious and fatal injury crashes from 2018 to 2022. Of the corridor's 11 fatal and serious injury crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including implementation of lower posted speed limits (35 mph) and flashing yellow arrow signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.	GDOT USDOT	Varies	Gainesville Unincorporated Hall Co.	Yes	Cleveland Hwy	Jesse Jewell Parkway	Short-Term	29	3rd
SFTY-12	SR 365 Vehicle Approaching Notification Systems	Add flashing vehicle approaching signs at unsignalized intersections including White Sulphur Rd at Cagle Rd, Howard Rd at While Sulphur Rd where approaching vehicles cannot be seen from stop bars. Signs are to alleviate sight distance issues and allow for safer turning decisions by drivers. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	26	4th
SFTY-13	SR 365 Signal Notifications	Design and install flashing signal approaching signs on SR 365 at Ramsey Rd, between Athens St and SR 52, and approaching Cagle Rd. These signs help notify drivers of an upcoming signal that cannot be seen due to grade changes along SR 365. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	26	5th
SFTY-14	SR 365 Lighting Improvements	Assess whether the AASHTO lighting warrant is met and if so, follow the GDOT Lighting Design Process to install lighting along SR 365. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	26	6th
PED-08	Main Street Pedestrian Corridor in Downtown Gainesville	Design and construct sidewalks and pedestrian improvements at key intersections along Main St in downtown Gainesville, from Academy Street NW to the Amtrak rail station at Industrial Blvd. This would also provide greater multimodal access to the existing Rock Creek Greenway near the intersection with Academy St and Rock Creek Veterans Park. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Academy Street NW	Industrial Blvd	Medium-Term	24	7th

Project ID	Project Name	Project Description	Potential Partners	Who has Jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects.
PED-02	Phil Niekro Boulevard/Spout Springs Road Corridor Pedestrian Safety Improvements	This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Hwy to Hog Mountain Rd. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Blvd for traffic-calming measures, including decreasing corridor speed limits to 35 mph. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Blvd to a four-lane typical section, and potentially install roundabouts at the existing intersections with the I-985 on/off ramps.	Braselton Flowery Branch	Hall County	Braselton Flowery Branch Unincorporated Hall Co.	Yes	Atlanta Highway	Hog Mountain Road	Short-Term	22	8th
SFTY-05	Queen City Parkway Sidewalk Installation	Design and install sidewalks on both sides of Queen City Pkwy, from their existing terminus at Industrial Blvd, to the terminus of Queen City Pkwy at Candler Rd. The existing typical section of Queen City Pkwy is a 4-lane divided roadway with limited pedestrian infrastructure at existing intersections. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	Industrial Blvd	Candler Road	Medium-Term	22	9th
SFTY-11	Old Cornelia Hwy Corridor Safety Improvements	Design and construct improvements in downtown Gainesville along Old Cornelia Hwy from Jesse Jewell Pkwy and continue to Cemetery Rd in downtown Lula. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (if feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville Lula	Hall County	Gainesville Lula Unincorporated Hall Co.	Yes	Jesse Jewell Parkway	Cemetery Road	Medium-Term	22	10th
SFTY-15	SR 365 Incident Area/Crash Investigation Site Installations	Design and construct pull-off areas along SR 365 to allow emergency responders and motorists to move incidents away from through-lanes. These can also be used for crash investigations along SR 365 without requiring lane closures. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	22	11th
SFTY-17	Candler Road Corridor Safety Improvements	Design and construct safety improvements on Candler Rd, beginning at I-985 and continuing to the Hall County Line. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (if feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	I-985	Hall Co. Line	Medium-Term	22	12th
SFTY-07	E.E. Butler Parkway Sidewalk Installation	Design and install sidewalks on both sides of E.E. Butler Pkwy, from their existing terminus at High Street SE, to the terminus of E.E. Butler Pkwy at I-985. The existing typical section of E.E. Butler Pkwy is a 4-lane divided roadway with limited pedestrian infrastructure at existing intersections. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT USDOT	Varies	Gainesville	Yes	High Street SE	I-985	Medium-Term	21	13th
CYC-01	Washington Street Cycling Improvements	Design and construct cycling improvements along Washington St in downtown Gainesville - from Prior St NE to John Morrow Pkwy. Proposed improvements could include a cycle track, semi-protected bike lanes, sharrows, or other cycling related improvements. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Prior Street NE	John Morrow Parkway	Long-Term	18	14th

Project ID	Project Name	Project Description	Potential Partners	Who has Jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects
PED-05	Jesse Jewell Parkway Pedestrian Hybrid Beacon at NEGA Hospital Entrance	Design and construct a mid-block crossing on Jesse Jewell Pkwy between Spring Street SE and Wisteria Dr. The mid-block crossing would include the proposed installation of a Pedestrian Hybrid Beacon (PHB). All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT USDOT	Varies	Gainesville	Yes	Spring Street SE	Wisteria Dr	Long-Term	18	15th
SFTY-04	E Ridge Road Sidewalk Installation	Design and install sidewalks on both sides of East Ridge Rd on the southeast side of the City of Gainesville. The existing typical section of East Ridge Rd is a 2-lane roadway with rural curb and gutter. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Hall County	Gainesville Unincorporated Hall Co.	Yes	Athens Street	Old Cornelia Hwy	Long-Term	18	16th
PED-09	Browns Bridge Road Mid-Block Pedestrian Crossing Installations	Design and construct a mid-block crossing on Browns Bridge Rd between McEver Rd and Jesse Jewell Pkwy. The mid-block crossing may include the proposed installation of a Pedestrian Hybrid Beacon (PHB). This would not overlap or duplicate efforts with the on-going GDOT project (PI No. 0016118). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville	Yes	McEver Road	Jesse Jewell Parkway	Long-Term	17	17th
SFTY-01	Nottingham Drive Traffic Calming	Examine reconfiguring Nottingham Dr between Lakeview Dr and Robinhood Trail to include traffic calming measures and other proven safety countermeasures aimed at improving corridor safety and complementing existing speed tables, signage, and striping. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Lakeview Dr	Robinhood Trl	Long-Term	17	18th
SFTY-06	Dawsonville Highway/John Morrow Parkway/SR 53 Corridor Safety Improvements	Assess and improve Dawsonville Hwy/John Morrow Pkwy/SR 53 corridor from its existing terminus at Queen City Pkwy to the Hall County Line. Specific safety countermeasures to consider include: reduction of speed limits; installation of sidewalks along Dawsonville Hwy/John Morrow Pkwy/SR 53; and others. This proposed project would also seek to implement specific safety countermeasures suggested as part of the Dawsonville Highway-McEver Road Connectivity Study (2019). These include some minor pedestrian improvements along both McEver Rd and Dawsonville Hwy (particularly where the proposed bypass alternative is proposed), as well as implementation of proposed "Don't Block the Box" and signal timing programs for both roadways. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	Queen City Parkway	Hall Co. Line	Long-Term	17	19th
PED-01	Hog Mountain Road Side Path	Design and construct a proposed 10-foot side path on the south side of the existing Hog Mountain Rd between Falcon Pkwy and Friendship Rd. The proposed project would tie into the existing Friendship Sidepath at the southern terminus. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Flowery Branch	Hall County	Flowery Branch Unincorporated Hall Co.	Yes	Falcon Parkway	Friendship Road	Long-Term	16	20th
SFTY-10	SR 52/Lula Road Corridor Safety Improvements	Design and construct improvements along Lula Rd from Clarks Bridge Rd to Old Cornelia Hwy. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (if feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula GDOT	GDOT	Lula Unincorporated Hall Co.	No	Clarks Bridge Road	Old Cornelia Hwy	Long-Term	16	21st
PED-04	SR 369/Browns Bridge Road Corridor Side Path Installation	Design and construct a proposed 10-foot side path along the existing Browns Bridge Rd corridor. The existing corridor does not include sidewalks or pedestrian improvements. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville	Yes	Atlanta Road	Hall Co. Line	Long-Term	15	22nd

Project ID	Project Name	Project Description	Potential Partners	Who has Jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects.
PED-10	Spout Springs Road Sidewalk Installations	In conjunction with Phase II of the Spout Springs Rd Widening, install sidewalks along the corridor from Union Circle to South of Friendship Rd. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Braselton Flowery Branch	Hall County	Braselton Flowery Branch Unincorporated Hall Co.	Yes	Union Circle	Hall Co. Line	Long-Term	15	23rd
PED-11	McEver Road Sidewalk Installations	Design and install sidewalks along McEver Rd from Friendship Rd to G.C. Crow Rd/Gainesville St. Originally planned as part of the McEver Rd Widening (Phase I). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Flowery Branch Buford	Varies	Flowery Branch Buford Unincorporated Hall Co.	Yes	Friendship Road	Gainesville Street	Long-Term	15	24th
SFTY-16	Thompson Bridge Road Corridor Safety Improvemnets	Design and construct improvements on Thompson Bridge Rd from Green Street SE and continuing to the Hall County Line. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (where feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	Green Streetreet SE	Hall Co. Line	Long-Term	15	25th
PED-06	Lakeview Drive Mid-block Pedestrian Crossing near Morningside Drive/Cleveland Highway	Design and construct a mid-block crossing on Lakeview Dr near the roadway's terminus at Cleveland Highway (SR 11). The mid-block crossing would facilitate pedestrian traffic attempting to reach Lakeview Academy and may include installation of a Pedestrian Hybrid Beacon (PHB). This project could potentially qualify for Safe Routes to School (SRTS) funding for implementation. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	N/A	N/A	Long-Term	14	26th
SFTY-08	Mundy Mill Road Sidewalk Installation	Design and install sidewalks on both sides of Mundy Mill Rd, from McEver Rd to Atlanta Hwy. The existing typical section of Mundy Mill Rd is a 4-lane divided roadway with limited pedestrian infrastructure at existing intersections. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Oakwood GDOT	GDOT	Oakwood	Yes	McEver Road	Atlanta Hwy	Long-Term	14	27th
CYC-02	Bradford Street Cycling Improvements	Design and construct cycling improvements along Bradford Street in downtown Gainesville - from Piedmont Rd to Spring Street SE. Proposed improvements could include a cycle track, semi-protected bike lanes, sharrows, or other cycling related improvements. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Piedmont Road	Spring Street SE	Long-Term	9	28th
PED-12	Thompsons Mill Road Pedestrian Improvements	Design and construct various corridor improvements (including sidewalks and mid-block crossings) along Thompsons Mill Rd in southern Hall County (from Spout Springs Rd to Vineyard Row). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Braselton	Varies	Braselton	No	Spout Springs Road	Vineyard Row	Long-Term	6	29th
PED-07	Union Church Road Mid-block Crossing and Pedestrian Improvements near Chestnut Mountain Elementary School	Design and construct a mid-block crossing on Union Church Rd near Chestnut Elementary School. The mid-block crossing would include the proposed installation of a Pedestrian Hybrid Beacon (PHB). Specific safety countermeasures to consider include: signalization of the driveway (if warranted - currently only stop-controlled at elementary school exit); sidewalks along Union Church Rd; high-visibility crosswalks at the school entrance; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	None	Hall County	incorporated Hall Co	Yes	N/A	N/A	Long-Term	5	30th

Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For intersection projects.
INT-02	Pedestrian Crossing Improvements in Downtown Gainesville (Multiple Locations)	Design and install pedestrian improvements at various intersections throughout downtown Gainesville. These intersections could include (but may not be limited to): • Bradford St @ High St • E.E. Butler Pkwy @ Hunter St SE • E.E. Butler Pkwy @ College Ave SE • Race St @ Hunter St SE • Bradford St @ Jesse Jewell Pkwy • Maple St @ Jesse Jewell Pkwy • W Academy St SW @ Jesse Jewell Pkwy • Athens St @ W Ridge Rd Specific safety countermeasures to consider include: signalization of stop-controlled intersections (if warranted); installation of sidewalks on all intersection approaches; installation of high-visibility crosswalks at all intersections; signal timing between intersections; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	Varies	Gainesville	Yes	N/A	N/A	Medium-Term	29	1st
R-03	E.E. Butler Parkway at MLK Jr Boulevard Roundabout	This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Pkwy at MLK Jr. Blvd and Athens St. The intersection lies within an Equity Emphasis Area, and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the 8 serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved "following too closely", and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Pkwy.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Short-Term	26	2nd
INT-04	SR 365 at Athens Street in Lula Intersection Improvements	Reconfigure or make geometric improvements at the intersection located in Lula (not Gainesville). The current configuration is an unsignalized intersection with a stop sign on Athens St. The median provides space for vehicles making a left turn and includes an acceleration lane. An Intersection Control Evaluation (ICE) previously indicated that specific safety countermeasures such as full signalization (if warranted - currently only stop-controlled along Athens St.) or installation of dedicated turn lanes would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	25	3rd
INT-05	SR 365 at Belton Bridge Road Traffic Signal Warrant Analysis/Improvements	Design and implement safety improvements at this intersection consistent with the on-going SR 365 Planning Study. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula/GDOT	GDOT	Lula Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	25	4th

Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For intersection projects.
R-05	E.E. Butler Parkway/MLK Jr. Boulevard/Athens Street Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is a modified five way intersection with traffic signals at all approaches. An Intersection Control Evaluation should be completed; a roundabout, if determined to be feasible, could improve intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	25	5th
R-04	Green Street at SR 60/US 129 Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is three fully signalized intersections around an existing traffic triangle. A roundabout, if determined to be feasible, could improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	23	6th
INT-09	White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection Improvements	Reconfigure or make geometric improvements at these intersections. Operational improvements should include those to address safety, sight distance, and sharp turns. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled on the Crescent Dr. approach); installation of sidewalks along all three roadways; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/Railroad	Hall County	Gainesville	Yes	N/A	N/A	Medium-Term	22	7th
INT-11	E.E. Butler Parkway at Chestnut Street Intersection Improvements	Shift the existing intersection to the north, further away from intersection of Athens Hwy and Ridge Rd. Extend southbound left turn lane on Athens Hwy on approach to Ridge Rd to prevent left turn traffic queues from blocking the through lane. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	22	8th
INT-01	Hilton Drive at Browns Bridge Road Intersection Improvements	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection with a stop sign on Hilton Dr (with a right turn yield sign). The median along Browns Bridge Rd provides space for vehicles making a left turn. Specific safety countermeasures to consider include: signalization of the intersection; installation of sidewalks along Browns Bridge Rd and Hilton Dr; and installation of a high-visibility crosswalks. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	21	9th
INT-03	I-985 at SR 53 Diverging Diamond Interchange	Convert the existing SR 53/I-985 interchange to a Diverging Diamond Interchange. A diverging diamond interchange allows traffic to temporarily cross to the left side of the roadway to ease/expedite left-turning traffic across high-volume roadways. Elimination of the conflict points for the left-turning motion have been shown to increase safety. Any pedestrian improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT/FHWA	GDOT	Oakwood	No	N/A	N/A	Medium-Term	20	10th

Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For intersection projects.
R-07	Mountain View Road at Old Oakwood Road Roundabout	Reconfigure or make improvements - including a potential roundabout - at the existing intersection of Mountain View Rd and Old Oakwood Rd. The current configuration is an unsignalized three-way intersection, with a stop sign on the Old Oakwood Rd approach. An Intersection Control Evaluation should be completed; a roundabout, if determined to be feasible, could improve intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Oakwood	Hall County	Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	20	11th
R-08	SR 51/Old Cornelia Highway at SR 52/Lula Road Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection with a stop sign on SR 51. An Intersection Control Evaluation indicated improvements such as a roundabout would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula/GDOT	GDOT	Lula Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	20	12th
R-09	Main Street at SR 51/Athens Street in Downtown Lula Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is a four-way stop intersection. An Intersection Control Evaluation indicated improvements such as a roundabout would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula/GDOT	GDOT	Lula	No	N/A	N/A	Medium-Term	20	13th
R-01	Nottingham Drive/Beverly Road at Lakeview Drive Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is a four-way stop intersection. An existing school zone exists along Lakeview Dr north of the intersection, and medical facility east of the intersection. Consider a roundabout to improve intersection safety and performance; should a roundabout be found to be neither feasible or reasonable, consider other countermeasures such as: signalization of the intersection (if warranted); installation of sidewalks along all approaches; installation of high-visibility crosswalks; or others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Hall County	Gainesville	Yes	N/A	N/A	Long-Term	19	14th
INT-14	SR 13/Atlanta Highway and SR 53/Mundy Mill Road Intersection Improvements	Reconfigure or make geometric improvements at the intersection. The current configuration is a fully signalized intersection on all approaches. Specific safety countermeasures to consider include: implementation of an exclusive pedestrian crossing phase; replace existing "Walk/Don't Walk" signals with pedestrian countdown signal heads; increased pedestrian crossing times; additional lighting; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements. Previous safety countermeasures suggested by the Oakwood Citywide Traffic Improvement Study (2018) at this intersection include: modify signing and striping on southbound departure lanes to convert right-turn only lane to shared through/right-turn lane to maintain a 1,000-foot transition lane for traffic merge; monitor congestion at Chick-fil-A access and coordinate with GDOT for a future potential access closure.	GDOT	GDOT	Oakwood	No	N/A	N/A	Long-Term	18	15th

Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For intersection projects.
INT-13	Thompson Bridge Road at Rufus Bryant Road Intersection Improvements	Reconfigure or make geometric improvements at this intersections. Operational improvements should include those to address safety, sight distance, and sharp turns. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	16	16th
R-06	Mountain View Road at Old Flowery Branch Road/Garden Park View Roundabout	Reconfigure or make improvements - including a potential roundabout - at the existing intersection of Mountain View Rd and Old Flowery Branch Rd and Garden Park View. The current configuration is an unsignalized intersection, with stop signs on the Old Flowery Branch Rd and Garden Park View approaches. An Intersection Control Evaluation should be completed; a roundabout, if determined to be feasible, could improve intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Oakwood	Hall County	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	15	17th
INT-08	SR 365 at Kubota Way Intersection Improvements	Reconfigure or make geometric improvements at the intersection to address safety and congestion. The current configuration is an unsignalized intersection with a stop sign on Kubota Way and Whitehall Rd. An ICE analysis indicated restricting left turns from Kubota Way and Whitehall Rd would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	14	18th
R-02	Thurmond Tanner Parkway at Phil Niekro Boulevard Roundabout	Evaluate an array of intersection improvements at this location, including but not limited to a roundabout. Other specific safety countermeasures to consider include: installation of sidewalks along both Thurmond Tanner Pkwy and Phil Niekro Blvd; installation of high-visibility crosswalks; increased pedestrian crossing times; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Flowery Branch/GDOT	GDOT	Flowery Branch	No	N/A	N/A	Long-Term	14	19th
INT-12	Thompson Bridge Road at Kanady Road/Old Dahlonega Highway Intersection Improvements	Reconfigure or make geometric improvements at this intersection. Operational improvements should include those to address safety, sight distance, and sharp turns. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled along Kanady Rd. approach); installation of sidewalks along both Kanady Rd. and Thompson Bridge Rd.; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	13	20th
INT-06	Friendship Road/SR 347 at Sparta Way Traffic Signal Installation	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection on all approaches. The typical section of Friendship Rd is a 4-lane divided road with a concrete median, while Sparta Way is a 2-lane roadway with limited pedestrian facilities. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled on Sparta Way); installation of sidewalks along Sparta Way; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Braselton/GDOT	GDOT	Braselton	No	N/A	N/A	Long-Term	12	21st

Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For intersection projects.
INT-10	East Hall Road at Gaines Mill Road Intersection Improvements	Design and realign the existing East Hall Rd and Gaines Mill Rd intersection to improve sight distances for approaching traffic. All improvements would meet Americans with Disabilities Act (ADA) requirements.	N/A	Hall County	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	11	22nd
INT-07	Thompson Bridge Road at Southers Road/Kroger Shopping Center Traffic Signal and Pedestrian Safety Upgrades	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection with a stop sign on the approach from Kroger Shopping Center. Thompson Bridge Rd is an existing 4-lane divided roadway with a concrete median and dedicated turn lanes on each approach. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled on Southers Rd/Kroger shopping center); installation of sidewalks along both Southers Rd and Thompson Bridge Rd; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	10	23rd
R-10	Belton Bridge Road/Skitts Mountain Road/Holly Springs Road Roundabout	Design and construct a roundabout at the existing five-way intersection of Skitts Mountain Rd, Belton Bridge Rd, and Holly Springs Rd. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	10	24th





FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider May 1, 2025 City Council Meeting Minutes

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial May 1, 2025 City Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, May 1, 2025, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Asbridge called the meeting to order at 6:06 p.m.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McCellan, William McDaniel, Joseph Mezzanotte, and Chris Mundy.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Matthew Hamby, Human Resources Director Krystle Hightower, Planning and Community Development Director Chris McCrary, Public Works Director Bill Whidden, Public Utilities Director Peter Woerner, Captain Todd Templeton, and City Attorney Ted Baggett.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

There was a motion made to amend the agenda and add consideration of the amendment to the Purchase and Sale Agreement among the City of Flowery Branch, Lake Lanier Storage, LLC, and Coro Lake Lanier Venture, LLC, dated February 20, 2025.

MOTION: Chris Mundy

SECOND: Oliver McClellan

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

AWARDS & RECOGNITIONS:

Mayor Asbridge presented Cherokee Bluff Lady Bears Basketball Team with a proclamation for demonstrating unwavering dedication, relentless training, and a competitive spirit that led the team to triumph over challenges and claim their first Class 3A State Championship title on March 5, 2025, at the Macon Centreplex.



Congratulations to Sophia Castaneda, Brooklyn Phillips, Claire Carlson, Audrey Graham, A'Riyah Benson, Mac Warren, Emery Jones, Andi Hall, Bristol Kersh, Ella Brooks, Neena Harbuck, Lauren Benson, Abby Myers, Halle Wilson, Head Coach Kassie Scott, Assistant Coaches Adarius Rogers, Noah Jameson, Katie Corbin, and Troy Russell; and Team Managers Miley Millwood and Makayla Davis.

PUBLIC HEARING:

Consideration of an Appeal to an Administrative Decision for a Property Located at 6482 McEver Road.

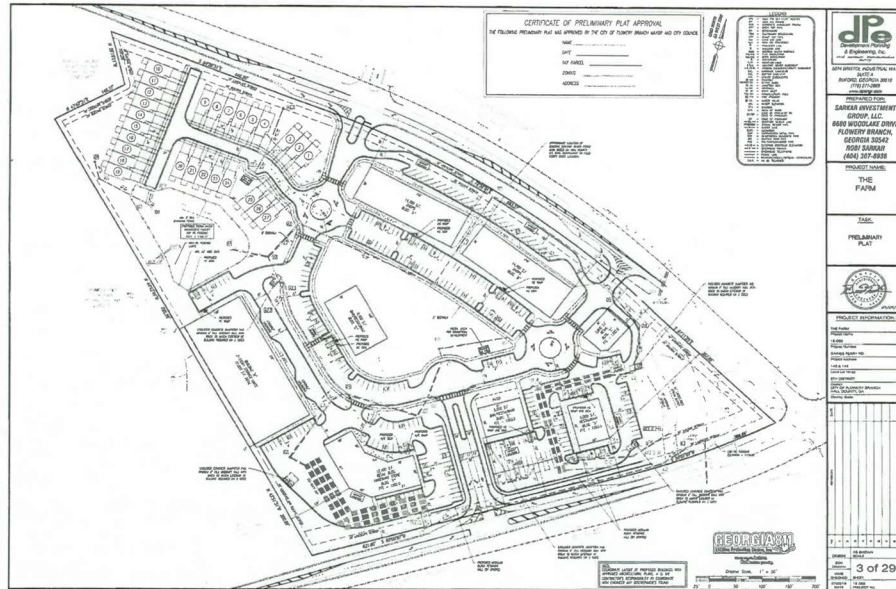
Mayor Asbridge introduced Attorney Gregory Jay of Chandler, Britt, and Jay, LLC., who was acting as an advisor to the City of Flowery Branch Council and explained the proceedings of the night and the reasons for the public hearing.

City Attorney Baggett presented the position of the planning department regarding an appeal of an administrative decision made by the Planning Director. The material facts were not in dispute. The subject property is located at 6482 McEver Road, Flowery Branch, Georgia and consists of approximately 16.09 acres. The property is zoned as Highway Business (HB).

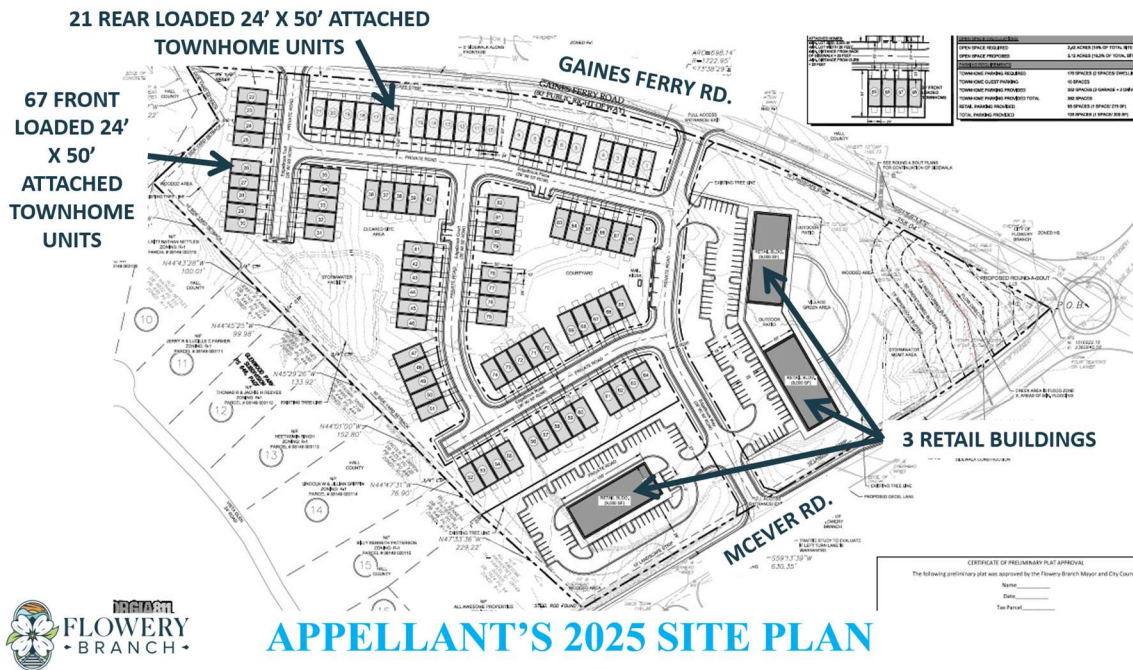
On February 3, 2025, the Applicant submitted a Preliminary Plat for review pursuant to the Subdivision Ordinance for the property located at 6482 McEver Road. The preliminary plat in question delineates 88 residential attached townhome units along with three retail buildings, each comprising 9,000 square feet. During the ensuing review and approval process, the Planning and Community Development Director determined that the proposed attached residential townhomes are inconsistent with the permitted uses within the Highway Business (HB) zoning district.

Counsel for the Planning Director cited Section 9.4 of the Zoning Code, which expressly prohibits single-family residences in the HB zoning district. Regarding the appellant's claim of vested rights based on a previously submitted plan and February 2019 letter from the former

zoning administrator, counsel for the Planning Director argued that the current plan materially differs from the earlier version and that the Code has since been amended.



APPELLANT'S 2019 SITE PLAN



Counsel for Edge City Properties, Attorney Steve Rothman, Wilson, Brock and Irby, LLC., 2849 Paces Ferry Road, Suite 700, Atlanta, Georgia, acknowledged the restriction of Section 9.4 but pointed to inconsistencies within the Zoning Ordinance, specifically Table 9.2, but acknowledged that the mixed-use category in Table 9.1 did not authorize the development. He

argued that principles of statutory construction – such as giving words their plain meaning and avoiding surplusage – supported a favorable interpretation for his client.

Public Comments

Mary Willis, 6219 Spring Lake Drive, Flowery Branch, Georgia.

There being no further comments, Mayor Asbridge closed the Public Hearing at 6:36 p.m.

There was a motion made to uphold the interpretation and decision of the Planning Director denying the plat application.

MOTION: Joe Anglin

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

There was a motion made to authorize the mayor to sign the written Decision on behalf of the City Council.

MOTION: Joe Anglin

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

UNFINISHED BUSINESS - WORK SESSION: There was no unfinished business.

NEW BUSINESS -WORK SESSION:

Consideration of an Amendment to the Purchase and Sale Agreement among the City of Flowery Branch, Lake Lanier Storage, LLC, and Coro Lake Lanier Venture, LLC dated February 20, 2025.

Attorney Baggett presented a contract relating to the purchase of right-of-way at the intersection of McEver Road and Gaines Ferry Road. The seller needs additional time to obtain a release from their bank so that the parties could close on the sale. This amendment provides an extra month for the closing and will allow the parties to complete the transaction.

There was a motion made to adopt the first amendment to the Purchase and Sale Agreement among the City of Flowery Branch, Lake Lanier Storage, LLC, and Coro Lake Lanier Venture, LLC, dated February 20, 2025.

MOTION: Oliver McClellan

SECOND: Joe Anglin

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

SPLOST IX - Discussion about Projects

City Manager Parrish presented a discussion on future SPLOST projects. In the near future there will be an item for an Intergovernmental Agreement with Hall County and all the municipalities in Hall County for SPLOST IX. In the agreement there will be a section for the City of Flowery Branch for each category and estimated cost.

- Roads, streets, bridges, stormwater, sidewalks, and related improvements estimated project cost is \$9,445,142.
- Parks and leisure facilities, land, and equipment estimated project cost is \$726,549.
- Public safety facilities, land, vehicles, and equipment estimated project cost is \$1,453,099.
- Public works facilities, land, vehicles, and equipment estimated project cost is \$1,453,099.
- Public utilities facilities, land, vehicles, and equipment estimated project cost is \$1,453,099.

Council held a discussion with City Manager Parrish.

Consider Recommendation to Approve Grant Award from Firehouse Subs Public Safety Foundation

Grants and Accounting Manager Elias Gobble presented a consideration to approve a grant award from Firehouse Subs Public Safety Foundation in the amount of \$15,440.00 to purchase eight (8) automated external defibrillators' (AED's) for police department patrol vehicles.

Automated External Defibrillators (AEDs) are a lifesaving tool that when deployed in the field significantly increases the survival rate for someone experiencing cardiac arrest. Currently, Flowery Branch Police Department's Patrol Unit is not fully equipped with each vehicle carrying an AED. By adding these eight new devices, the Flowery Branch Police Department is aggressively working towards the goal of making sure that every patrol vehicle is equipped with an AED. This can drastically reduce response time and afford better life-saving capability.

The Firehouse Subs Public Safety Foundation provides lifesaving equipment and needed resources to first responders and public safety organizations, enabling better preparedness to save lives in the communities they serve.

Manager Gobble wanted to recognize Captain Todd Templeton and Captain Mahathey for their efforts in helping to get this grant award.

Council held a discussion with Manager Gobble.

Consider Resolution No. 25-003 Subscribing to Certain Ethics Principles and Pledging to Conduct the Affairs of the City Council of Flowery Branch, Georgia Accordingly.

City Manager Parrish presented Resolution 25-003 to consider the city's continuation of being a Certified City of Ethics through the Georgia Municipal Association subscribing to certain ethics principles and pledging to conduct the affairs of the City Council of Flowery Branch, Georgia.

The governing authority subscribes to the following ethics principles and pledges to conduct the affairs accordingly:

- Serve Others, Not Ourselves
- Treat All People Fairly
- Use Resources with Efficiency and Economy
- Use the Power of Our Position for the Well Being of Our Constituents
- Create an Environment of Honesty, Openness and Integrity

Council held a discussion with City Manager Parrish and City Attorney Baggett.

Consider a Contract with ESG Engineering, Inc., for Professional Engineering Services for the Design and Construction Administration of a Drinking Water Well Construction Project for the City.

City Manager Parrish presented a contract with ESG Engineering, Inc. for professional engineering services for the design and construction administration of a drinking water well construction project for the City.

Council held a discussion with Mr. Andrew Swicegood of ESG Engineering, Inc.

Consider a Construction Contract for a Storm Drainage Repairs/Rehabilitation Project to a Responsible, Responsive Bidder.

City Manager Parrish presented a contract for a storm drainage repairs/rehabilitation project to a responsible, responsive bidder. A portion of existing storm drainage pipeline along Trumpet Flower Avenue in the Summit Lake neighborhood is exhibiting signs of failure, including joint separation, which can lead to more extreme failures, including sinkholes that could undermine the roadway, sidewalk, and/or driveways. ESG Engineering recommends awarding the project to the lowest bidder, Southern Premier Contractors, Inc., at the low bid price of \$40,800.00.

Council held a discussion with City Manager Parrish.

Consider CivicPlus Agenda and Meeting Management Master Service Agreement

City Clerk Cooper presented consideration of a contract with CivicPlus Agenda and Meeting Management Master Service Agreement. The City has subscribed to Granicus since 2015, but service has become increasingly unreliable in recent years, with long delays in resolving support issues and a lack of urgency. Since implementing live streaming in early 2024, there have been nine video upload failures, leaving residents to rely on the City's YouTube Channel. Starting in July 2024, major streaming encoder issues prompted months of troubleshooting with Granicus, who initially stated the issue was with the City's IT and audio systems. Despite AV tests confirming all equipment was functional, Granicus only acknowledged in January 2025 that the outdated LiveCast Encoder was the root cause. Even after a firmware update, video quality issues like freezing and skipping persist. Additionally, problems with Minutes Maker have been met with minimal support, typically just a recommendation to uninstall and reinstall. CivicPlus initial term is \$18,158.00 with an Annual Renewal Subscription of \$13,933.00.

DEPARTMENT REPORTS:

City Clerk Report:

City Clerk Cooper reminded citizens of the regularly scheduled election on November 4, 2025, and the qualifying period will be Monday, August 18, 2025, through August 20, 2025.

Department of Fun Report:

City Manager Parrish noted upcoming events in the City.

Finance Department Report:

Director Hamby stated he is thankful for the Finance Managers and their ability to present items to Council. The finance department has been notified they have received an achievement of excellence for a finance award.

Human Resources Report:

Director Hightower advised May is mental health awareness month.

Planning Department Report:

Director McCrary advised he will be starting the comprehensive plan in the second half of this year. He will need a comprehensive plan steering committee and would like to have participation from the community.

Police Department Report:

Captain Todd Templeton wanted to recognize Mr. Elias Gobble for his hard work getting the Firehouse Sub grant. Sergeant Christopher Compton has been selected to join the Hall County SWAT Team and successfully completed SWAT training.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 7:21 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 7:21 p.m.

PUBLIC COMMENTS:

Aubrey Duke, 7016 Treehouse Way, Flowery Branch, Georgia.

Mr. Duke agrees with having education on TSPLOST. He has a request to have some type of lights or device installed on two crosswalks in Sterling on the Lake: one at Lake Sterling Crossing and one at Lake Sterling Boulevard to make the crosswalks more visible.

CONSENT AGENDA:

- Consider March 20, 2025, City Council Meeting Minutes
- Consider April 3, 2025, City Council Meeting Minutes
- Consider April 2025 Per Diem for Mayor Asbridge
- Consider March 2025 Per Diem for Council Member McClellan
- Consider March 2025 Per Diem for Council Member Mezzanotte
- Consider April 2025 Per Diem for Council Member Mezzanotte

There was a motion made to approve the consent agenda.

MOTION: Chris Mundy

SECOND: Oliver McClellan

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

UNFINISHED BUSINESS - VOTING SESSION: There was no unfinished business in the voting session.

NEW BUSINESS - VOTING SESSION:

Consider Recommendation to Approve Grant Award from Firehouse Subs Public Safety Foundation

There was a motion made to thankfully accept and approve the grant award from Firehouse Subs Public Safety Foundation.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider Resolution No. 25-003 Subscribing to Certain Ethics Principles and Pledging to Conduct the Affairs of the City Council of Flowery Branch, Georgia Accordingly.

City Clerk Cooper read the caption for Resolution 25-003.

There was a motion made to adopt Resolution 25-003.

MOTION: Chris Mundy
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider a Construction Contract for a Storm Drainage Repairs/Rehabilitation Project to a Responsible, Responsive Bidder.

There was a motion made to accept the Summit Lake Subdivision Stormwater Rehabilitation Contract to lowest bidder, Southern Premier Contractors, Inc., in the amount of \$40,800.00.

MOTION: Oliver McClellan
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider a Contract with ESG Engineering, Inc., for Professional Engineering Services for the Design and Construction Administration of a Drinking Water Well Construction Project for the City.

There was a motion made to contract with ESG Engineering for professional engineering services for the design and construction administration of a drinking water well construction project for the City of Flowery Branch.

MOTION: Chris Mundy
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider CivicPlus Agenda and Meeting Management Master Service Agreement

There was a motion made to approve the contract with CivicPlus for automated agenda and minutes management for an amount not to exceed \$18,158 and to terminate the subscription with Granicus.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION: There was no executive session held.

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:29 p.m.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of Award for the 2025 Road Resurfacing Improvements Project

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

The City obtained funding via the Local Maintenance & Improvement Grant (LMIG) grant funding program, which is administered by the Georgia Department of Transportation and provides funding to local governments for the purposes of constructing roadway improvements. The City identified roads to be paved/resurfaced based on physical pavement deterioration and criticality/traffic usage.

The City then engaged ESG Engineering to design a road paving/resurfacing improvements project for the selected local streets. After obtaining geotechnical surface and sub-surface data, ESG Engineering specified the resurfacing improvements and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on April 17th. A total of eight (8) responsive bids were received. C.W. Matthews Contracting Company, Inc., was the low bidder with a total bid amount of \$694,026.69.

FACTS AND ISSUES:

ESG Engineering recommends awarding the project to the low bidder, C.W. Matthews Contracting Company, Inc., at the low bid price of \$694,026.69.

The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to C.W. Matthews Contracting Company, Inc., ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction.

There are two additional roads to be paved this year that were not a part of this paving bid. Church Street has parking, ditch piping, and sidewalks planned; and Martin Street has paving, ditch piping and sidewalks planned. These two projects, because of the additional (more than asphalt) work, will be bid separately at a later date.

OPTIONS:

1) Award the Contract or 2) Do Not Award the Contract

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

SPLOST, Local Resources Fund, LMIG

RECOMMENDATION:

To award a construction contract for a road paving construction project to a responsible, responsive bidder.

SAMPLE MOTION:

I make a motion to award the 2025 Road Resurfacing Improvements Project contract to the low bidder, C.W. Matthews Contracting Company, Inc., in the amount of \$694,026.69.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Award of 2025 Paving Project.pdf](#)
- [Bid Tabulation - FB 2025 Road Resurfacing Improvements.pdf](#)
- [2025 Paving Project - Location Map.pdf](#)
- [00621 - NOTICE OF AWARD.pdf](#)
- [FB - 2025 Road Resurfacing - Contract Docs & Specs.pdf](#)
- [2025.04.10 - 2025 Paving - Addendum #1.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of Award for the 2025 Road Resurfacing Improvements Project

DATE: May 15, 2025

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL- \$694,026.69

COUNCIL ACTION REQUESTED ON: May 15, 2025

PURPOSE: To award a construction contract for a road paving construction project to a responsible, responsive bidder.

HISTORY: The City obtained funding via the Local Maintenance & Improvement Grant (LMIG) grant funding program, which is administered by the Georgia Department of Transportation and provides funding to local governments for the purposes of constructing roadway improvements. The City identified roads to be paved/resurfaced based on physical pavement deterioration and criticality/traffic usage.

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FACTS AND ISSUES: ESG Engineering recommends awarding the project to the low bidder, C.W. Matthews Contracting Company, Inc., at the low bid price of \$694,026.69.

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There are two additional roads to be paved this year that were not a part of this paving bid. Chestnut Street (from Railroad Avenue to Gainesville Street) has parking, ditch piping, and sidewalks planned; and Martin Street (from Railroad Avenue to Mitchell Street) has paving, ditch piping and sidewalks planned. These two projects, because of the additional (more than

asphalt) work, will be bid separately at a later date.

OPTIONS: 1) Award the Contract or 2) Do Not Award the Contract

RECOMMENDED SAMPLE MOTION: I make a motion to award the 2025 Road Resurfacing Improvements Project contract to the low bidder, C.W. Matthews Contracting Company, Inc., in the amount of \$694,026.69.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

PROJECT:
2025 Road Resurfacing Improvements

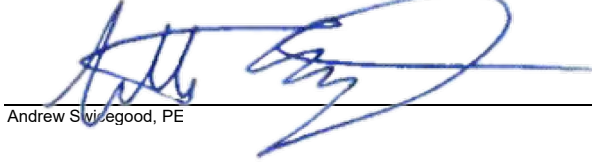
Project #F0002.022

A. BASE BID

Project #F0002.022				C.W Matthews Contracting Co., Inc		Allied Paving		Georgia Paving		Magnum Paving		East Coast Grading Inc		The Scruggs Company DBA Sunbelt Asphalt Surfaces		Blount Construction Company		F.S. Scarbrough		Vertical Earth Inc		Triple R Paving & Construction LLC	
				1600 Kenview Drive Marietta, GA 30060		PO Box 509 Pendergrass, GA 30567		3625 Buford Highway Duluth, GA 30096		125 Baker Industrial Ct Villa Rica, GA 30180		1111 Commerce Drive Madison, GA 30650		1410 Sunbelt Way Auburn, GA 30011		1730 Sands Place Marietta, GA 30067		1955 E Hwy 34 Newnan, GA 30265		6025 Matt Hwy Cumming, GA 30028		5353 N Lake Drive Morrow, GA 30260	
A. BASE BID																							
ITEM NO.	QTY.	UNIT	DESCRIPTION	PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100	34,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement	\$ 3.71	\$ 126,140.00	\$ 3.00	\$ 102,000.00	\$ 3.57	\$ 121,380.00	\$ 3.48	\$118,320.00	\$ 4.00	\$136,000.00	\$ 3.50	\$ 119,000.00	\$ 3.20	\$ 108,800.00	\$ 3.23	\$ 109,820.00	Non-Responsive	Non-Responsive		
101	100	TN	Recycled Asphalt Leveling Course	\$ 208.77	\$ 20,877.00	\$ 170.00	\$ 17,000.00	\$ 157.59	\$ 15,759.00	\$ 159.35	\$ 15,935.00	\$ 138.00	\$ 13,800.00	\$ 135.00	\$ 13,500.00	\$ 139.75	\$ 13,975.00	\$ 138.84	\$ 13,884.00				
102	2,600	TN	9.5 mm "Type II" Asphalt Overlay	\$ 117.78	\$ 306,228.00	\$ 128.50	\$ 334,100.00	\$ 131.21	\$ 341,146.00	\$ 134.66	\$350,116.00	\$ 136.00	\$353,600.00	\$ 140.00	\$ 364,000.00	\$ 127.33	\$ 331,058.00	\$ 145.13	\$ 377,338.00				
103	850	TN	12.5 mm Asphalt Overlay	\$ 105.84	\$ 89,964.00	\$ 132.00	\$ 112,200.00	\$ 145.93	\$ 124,040.50	\$ 129.37	\$109,964.50	\$ 133.00	\$113,050.00	\$ 135.00	\$ 114,750.00	\$ 126.31	\$ 107,363.50	\$ 148.05	\$ 125,842.50				
104	115	TN	19 mm Asphalt Binder Course	\$ 130.88	\$ 15,051.20	\$ 200.00	\$ 23,000.00	\$ 139.14	\$ 16,001.10	\$ 144.66	\$ 16,635.90	\$ 125.00	\$ 14,375.00	\$ 218.00	\$ 25,070.00	\$ 132.73	\$ 15,263.95	\$ 135.78	\$ 15,614.70				
105	40	TN	Open Graded Interlayer (OGI) Asphalt	\$ 268.45	\$ 10,738.00	\$ 260.00	\$ 10,400.00	\$ 195.01	\$ 7,800.40	\$ 254.19	\$ 10,167.60	\$ 149.00	\$ 5,960.00	\$ 365.00	\$ 14,600.00	\$ 191.40	\$ 7,656.00	\$ 168.92	\$ 6,756.80				
106	9	EA	Speed Bump Installation	\$ 550.00	\$ 4,950.00	\$ 450.00	\$ 4,050.00	\$ 205.00	\$ 1,845.00	\$ 770.00	\$ 6,930.00	\$ 1,500.00	\$ 13,500.00	\$ 1,910.00	\$ 17,190.00	\$ 2,257.72	\$ 20,319.48	\$ 1,001.99	\$ 9,017.91				
107	29,500	LF	Traffic Stripe, Yellow/White High-Build Paint	\$ 0.58	\$ 17,110.00	\$ 0.65	\$ 19,175.00	\$ 0.63	\$ 18,585.00	\$ 0.70	\$ 20,650.00	\$ 0.50	\$ 14,750.00	\$ 0.74	\$ 21,830.00	\$ 0.60	\$ 17,700.00	\$ 0.51	\$ 15,045.00				
108	160	LF	Stop Bar, 24" - White High-Build Paint	\$ 1.00	\$ 160.00	\$ 1.10	\$ 176.00	\$ 1.10	\$ 176.00	\$ 4.86	\$ 777.60	\$ 4.25	\$ 680.00	\$ 1.27	\$ 203.20	\$ 1.03	\$ 164.80	\$ 4.12	\$ 659.20				
109	250	SY	Median Hatching - White High-Build Paint	\$ 2.00	\$ 500.00	\$ 2.20	\$ 550.00	\$ 2.20	\$ 550.00	\$ 4.86	\$ 1,215.00	\$ 4.25	\$ 1,062.50	\$ 2.54	\$ 635.00	\$ 2.06	\$ 515.00	\$ 4.33	\$ 1,082.50				
110	130	SY	Pedestrian Crosswalk, 8" - White High-Build Paint	\$ 4.00	\$ 520.00	\$ 4.40	\$ 572.00	\$ 4.40	\$ 572.00	\$ 4.86	\$ 631.80	\$ 4.25	\$ 552.50	\$ 5.09	\$ 661.70	\$ 4.12	\$ 535.60	\$ 3.74	\$ 486.20				
111	1	EA	Railroad Crossing Marking	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 216.00	\$ 216.00	\$ 200.00	\$ 200.00	\$ 190.84	\$ 190.84	\$ 154.50	\$ 154.50	\$ 276.03	\$ 276.03				
112	28	EA	Pavement Marking Arrow - White High-Build Paint	\$ 35.00	\$ 980.00	\$ 38.50	\$ 1,078.00	\$ 38.57	\$ 1,079.96	\$ 37.80	\$ 1,058.40	\$ 30.00	\$ 840.00	\$ 44.53	\$ 1,246.84	\$ 36.05	\$ 1,009.40	\$ 51.60	\$ 1,444.80				
113	1	LS	Traffic Control	\$ 50,658.49	\$ 50,658.49	\$ 31,500.00	\$ 31,500.00	\$ 34,500.00	\$ 34,500.00	\$ 44,622.14	\$ 44,622.14	\$ 35,000.00	\$ 35,000.00	\$ 22,554.52	\$ 22,554.52	\$ 92,259.26	\$ 92,259.26	\$ 78,582.34	\$ 78,582.34				
114	1	LS	Supplementary Work Allowance	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00				
TOTAL BASE BID				\$	694,026.69	\$	705,966.00		\$ 733,599.96	\$	747,239.94	\$	753,370.00	\$	765,432.10	\$	766,774.49	\$	805,849.98				

*Due to Multiplication and addition errors, Georgia Paving's base bid changed from \$734,000.00 to \$733,599.96.

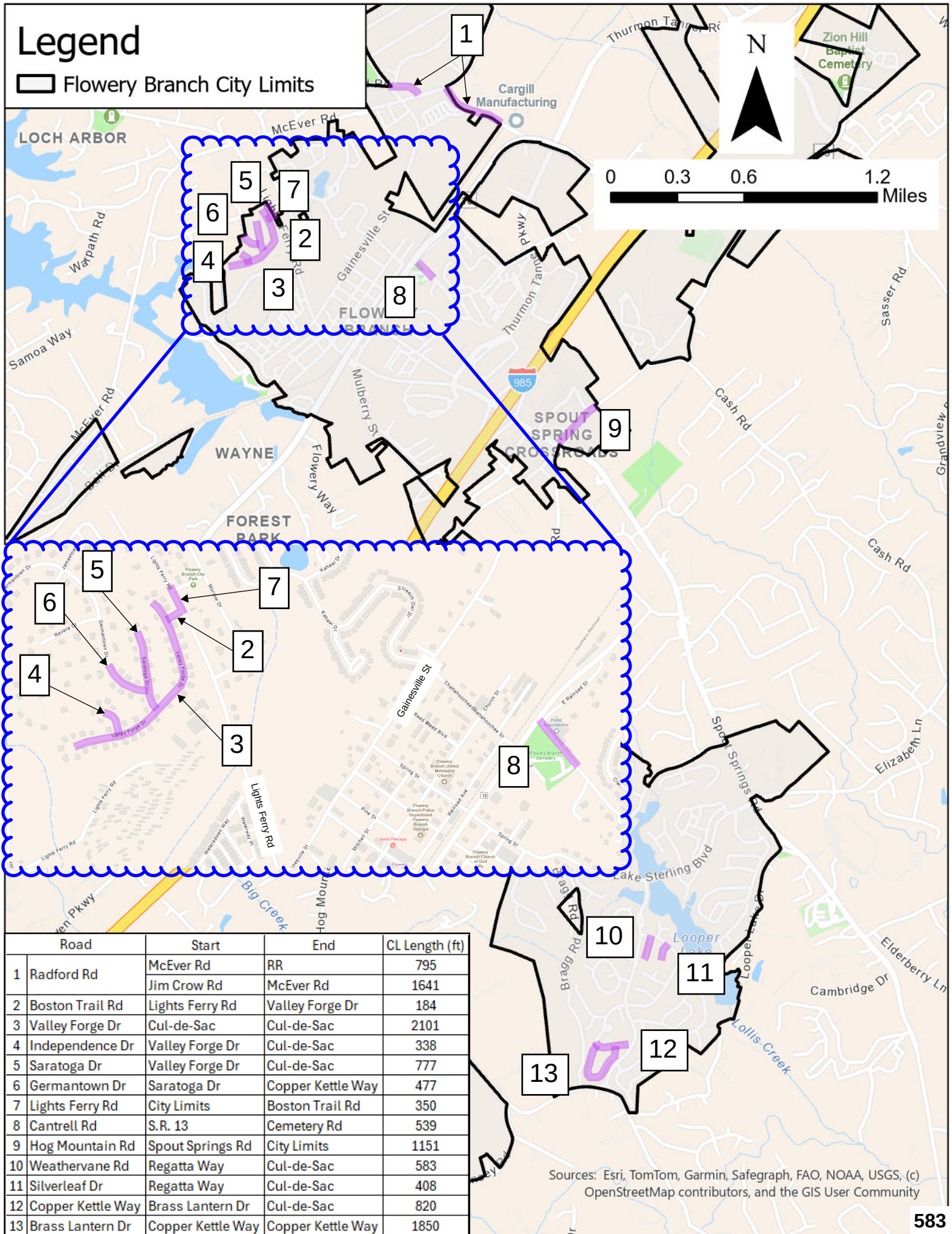
I hereby certify that this is a true and accurate Bid Tabulation of all bids received on April 17, 2025.



Andrew S. Vreegood, PE

Legend

 Flowery Branch City Limits



Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2025 Road Resurfacing Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated April 17, 2025, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Six Hundred Ninety Four Thousand, Twenty Six and 69/100 Dollars (694,026.69).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20____.

City of Flowery Branch

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
C.W. Matthews Contracting Co., Inc this ____ day of _____, 20____.
(Contractor)

By: _____

Title: _____

ROAD RESURFACING IMPROVEMENTS

PREPARED FOR

THE CITY OF
FLOWERY BRANCH, GEORIGIA



CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS



CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

ROAD RESURFACING IMPROVEMENTS

FOR THE

CITY OF FLOWERY BRANCH

HALL COUNTY

FEBRUARY 2024

ESG Engineering, Inc.
6400 Peake Road
Macon, Georgia 31210

CONTRACT DOCUMENTS

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SECTION 00100
ADVERTISEMENT FOR BIDS

1. Sealed Bids: Sealed bids for construction of the project entitled **2025 Road Resurfacing Improvements** will be received until Thursday, April 17, 2025 at 1:30 PM at the City Manager's Office, 5410 Pine Street, Flowery Branch, GA 30542, at which time and place they will be publicly opened and read. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.
2. Work To Be Done: The Work to be completed for the **2025 Road Resurfacing Improvements** is described briefly as follows:

The project consists of roadway resurfacing/milling & overlay improvements in the City of Flowery Branch. Work includes (but is not limited to) asphalt milling; Open-Graded Interlayer asphaltic concrete; asphalt pavement overlay; asphalt leveling course; pavement striping and marking replacement; and other associated work.
2. Plans, Specifications and Contract Documents: Complete digital specifications and contract documents are available at www.QuestCDN.com. You may view the digital documents for free by entering Quest project number **9576786** on the website's project search page. The fee to download the digital documents is \$200 (**non-refundable**) payable through the website. **A Bidder's proposal will not be considered by the Owner unless the Bidder is on record with Quest/ESG Engineering, Inc. as having purchased and received complete Bidding Documents.** Please contact QuestCDN customer support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with digital project information. Any other questions can be directed to the issuing office, ESG Engineering, Inc. Margaret Hildebrand mhildebrand@esgengineering.com or 478-474-4996 ext. 239.
4. Contractor License: Any Contractor submitting a bid must be licensed by the State of Georgia. See Instructions to Bidders for additional bidding requirements.
5. Bonds: Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability". Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
6. Funding: This project will be funded through local funds.
7. Permits: All permits required for the construction of this project are expected to be obtained before the Bid Date.
8. Reservation of Rights: Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

City of Flowery Branch
Represented By: Tonya Parrish
City Manager

SECTION 00200 INSTRUCTIONS TO BIDDERS

INTENTION: It is intended that the Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications and Construction Drawings shall cover the complete work to which they relate.

ARTICLE 1 DEFINED TERMS: In addition to the terms defined in the General Conditions, (EJCDC 1910-8) (1996), additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 **Bidder** – One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 **Successful Bidder** – The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 1.3 **Bid** – A complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.
- 1.4 **Addenda** – Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

ARTICLE 2 BID FORM: All bids must be made upon the Bid Forms hereto annexed and shall state the amount bid for each item shown, and all bids must be for materials and work called for in the specifications. **Deposits for plans and specifications are not refundable.**

- 2.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.
- 2.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 2.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 2.4 All names must be typed or printed in black ink below the signature.
- 2.5 The Bid shall contain an acknowledgement of receipt of all Addenda (the

numbers of which must be filled in on the Bid Form).

- 2.6 The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 3 QUALIFICATIONS OF BIDDERS:

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must submit with Bid detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be necessary to assist Owner in determining Contractor's qualifications.
- 3.2 Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.

ARTICLE 4 COPIES OF BIDDING DOCUMENTS:

- 4.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.2 Owner and Engineer in making copies of Bidding Documents available for a non-refundable deposit do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 5 EXAMINATION OF BIDDING DOCUMENTS, OTHER DATA, AND SITE:

- 5.1 It is the responsibility of each Bidder before submitting a bid:
 - 5.1.1 To examine and study thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
 - 5.1.2 To visit the work site to ascertain by inspection pertinent location conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.
 - 5.1.3 To become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - 5.1.4 To obtain and carefully study (or assume responsibility for

doing so) all addition or supplementary examination investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required of the bidding documents, and safety precautions and programs incident thereto;

- 5.1.5 To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and
 - 5.1.6 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents and such other related documents;
 - 5.1.7 To agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - 5.1.8 To become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - 5.1.9 To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.2 The Owner shall make available to all prospective bidders, previous to receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.
- 5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding

Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 PRE-BID CONFERENCE:

- 6.1 If owner elects to conduct a pre-bid conference, all plan holders will be notified via addendum.

ARTICLE 7 INTERPRETATIONS AND ADDENDA:

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. The person submitting the request shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 BID SECURITY:

- 8.1 All bid forms must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount. All bonds must appear on the Treasury Department's most current Circular 570 Listing.
- 8.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after

the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids, which are not competitive, will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT COMPLETION TIME: The number of days within which, or by which the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 10 SUBSTITUTES AND “OR EQUAL” TERMS:

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those Substitute or “Equal” materials and equipment approved by Engineer. Materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed Substitute or “Equal” item.
- 10.2 No item of material or equipment will be considered by Engineer as a Substitute/ “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.7.1 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval to allow inclusion of a proposed item in the Bid will be final. Contractor shall refer to General Conditions (Paragraph 6.7.1), Supplementary Conditions (Section 5.0), and the Technical Specifications or further guidance on submittal procedure and approval requirements on substitutes or “or-equal” items.

ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

- 11.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit

a substitute/ “or-equal”,

- 11.2 If apparent Successful Bidder declines to make any such substitution/ “or-equal”, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions would not constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 11.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 12 SUBMITTAL OF BIDS: Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in a sealed opaque envelope, marked with the project title, and name and address of Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it.

Each Bidder is responsible for seeing that his Bid is received by the Owner not later than the advertised time set for the opening of Bids.

- A. Additional documents required to be completed and included with the submission of each Bid include the following:
1. Section 00210 – Immigration and Security Form
 2. Section 00470 – Qualifications of Bidder
 3. Section 00480 – Certification of Non-Segregated Facilities
 4. Section 00481 – Noncollusion Affidavit of Prime Bidder

ARTICLE 13 MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.

- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided.

ARTICLE 14 OPENING OF BIDS: Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amount of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15 ACCEPTANCE OF BIDS: Bids may not be withdrawn (except as noted in Paragraph 13) after the time set for the opening of Bids. Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.

ARTICLE 16 AWARD OF CONTRACT:

- 16.1 Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- 16.2 Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 16.3 In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

The Owner will also consider whether the Bidder involved:

- (a) Maintains a permanent place of business;

- (b) Has adequate plant and equipment to do the work properly and expeditiously;
- (c) Has suitable financial status to meet obligations incidental to the work;
- (d) Has appropriate technical experience.

16.4 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.6 If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.7 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

ARTICLE 17 MODIFICATIONS OF QUANTITIES: If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the Work to bring the cost within the available funds. The Owner also reserves the right to delete whichever items or portions of items he considers to be in the best interest of the Owner.

ARTICLE 18 CONTRACT SECURITY: The General Conditions and Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

ARTICLE 19 SIGNING THE AGREEMENT: When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the

required counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to the Contractor.

ARTICLE 20 LAWS AND REGULATIONS: The Contractor shall comply with local, District, County, State and Federal laws applicable to the work.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

ARTICLE 21 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Contractor shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.

ARTICLE 22 TERMINATION OF CONTRACT: If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a proration of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

END OF SECTION

SECTION 00210
Immigration and Security Form

IMMIGRATION AND SECURITY FORM

**THE SUCCESSFUL BIDDER MUST PROVIDE THE OWNER WITH THE
PROPERLY COMPLETED AND PROPERLY SIGNED IMMIGRATION AND SECURITY FORMS AS
REQUIRED BY
GEORGIA SENATE BILL 529
“GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT OF 2006” O.C.G.A. § 13-10-90 AND § 13-10-91**

THIS FORM MUST BE COMPLETED BY ALL CONTRACTORS AND SUBCONTRACTORS

THE FORM ATTACHED HERETO.

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et. seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulation issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulation issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulation issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract(s) with the City of Flowery Branch.

Signature

Title

Firm Name:

Street/Mailing Address:

City, State, Zip Code:

Telephone Number:

Email Address:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Flowery Branch has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Flowery Branch, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Flowery Branch at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

(End of Form)

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with City of Flowery Branch has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

(End of Form)

END OF SECTION

SECTION 00410
BID FORM

PROJECT IDENTIFICATION:

2025 Road Resurfacing Improvements

CONTRACT IDENTIFICATION AND NUMBER:

F0002.022

THIS BID IS SUBMITTED TO:

City of Flowery Branch
5410 Pine St
Flowery Branch, GA 30542

THIS BID IS SUBMITTED FROM:

Bidder: _____

Address: _____

Phone: _____

State of Georgia Business License No.: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

(d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said

Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

(h) Bidder agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the Owner.

(i) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below:

A) BASE BID: 2025 ROAD RESURFACING IMPROVEMENTS

BID FORM BEGINS ON PAGE 4

BID FORM: 2025 ROAD RESURFACING IMPROVEMENTS					
ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
100	34,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement		
101	100	TN	Recycled Asphalt Leveling Course		
102	2,600	TN	9.5mm "Type II" Asphalt Overlay (110 lb/sy per inch)		
103	850	TN	12.5mm Asphalt Overlay (110 lb/sy per inch)		
104	115	TN	19mm Asphalt Binder Course (110 lb/sy per inch)		
105	40	TN	Open Graded Interlayer (OGI) Asphalt (90 lb/sy per inch)		
107	9	EA	Speed Bump Installation		
109	29,500	LF	Traffic Stripe, Yellow/White High-Build Paint		
110	160	LF	Stop Bar, 24" - White High-Build Paint		
111	250	SY	Median Hatching - White High-Build Paint		
112	130	SY	Pedestrian Crosswalk, 8" - White High-Build Paint		
113	1	EA	Railroad Crossing Marking		
114	28	EA	Pavement Marking Arrow - White High-Build Paint		
115	1	LS	Traffic Control		
116	1	LS	Supplementaary Work Allowance	\$50,000.00	
BID TOTAL:					

Bidder agrees to furnish all labor, materials, and equipment necessary to construct the **2025 Road Resurfacing Improvements** for the City of Flowery Branch for the sum of:

_____ Dollars
 (\$_____).

6. Bidder agrees that the Work will be substantially complete and ready for final payment in accordance with the completion time/dates provided in the Contract and any Addenda.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
8. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of 5% of the Bid Total Price.
9. The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
10. Communications concerning this Bid shall be addressed to:
ESG Engineering, LLC
6400 Peake Rd
Macon, GA 31210
Attn: Margaret Hildebrand
mhildebrand@esgengineering.com
11. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 20____.

BIDDER: _____

BY: _____

TITLE: _____

STATE CONTRACTOR
LICENSE NO. _____

ADDRESS: _____

PHONE: _____

Seal: (if bid by a Corporation)

END OF SECTION

**SECTION 00460
BID BOND**

STATE OF GEORGIA

COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and
_____, as Surety, are held and firmly bound unto the City
of Flowery Branch for the sum of
_____ Dollars (\$_____) lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for construction of:

2025 Road Resurfacing Improvements

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten days after receipt of conformed contract documents execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Owner and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the Owner, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the Owner, or in the event of the failure of the Contractor to execute and deliver the Contract Agreement and give said Performance and Payment Bonds, the Contractor shall pay the Owner the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal, and execute the Special Assurances form, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-40 et seq. and Section 30-91-50 et seq. an all the provisions of the law referring to this character of

bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

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

PRINCIPAL: _____

Signed and sealed in
the presence of

By: _____

1. _____

Title: _____

2. _____

SURETY: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

END OF SECTION

SECTION 00470
QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Legal Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contract on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$_____.
15. Give Bank Reference _____.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the _____.
17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the _____, Georgia in

verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at _____ this ____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

State of _____

County of _____

_____, being duly sworn deposes and

says that he is _____ of _____
(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this ____ day of _____, 20____.

(Notary Public)

My Commission expires:

_____, 20____

SECTION 00480
CERTIFICATION OF NONSEGREGATED FACILITIES

(To be completed and submitted with Bid)

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

Date _____, 20____

(Name of Bidder)

Official Address

BY: _____

TITLE: _____

SECTION 00481
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of Hall

_____, being first duly sworn, deposed
and says that:

(1) He is

_____ of
(owner, partner, officer, representative, or agent)

_____, the Bidder that has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affidavit, has in any
way colluded, conspired, connived or agreed, directly or indirectly with any other
Bidder, firm or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding
in connection with such contract, or has in any manner directly or indirectly sought
by agreement or collusion or communication or conference with any other Bidder,
firm or person to fix the price or prices in the attached Bid or of any other Bidder,
or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the **City of Flowery Branch** or any
person interested in the proposed Contract and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the
part of the Bidder or any of its agents, representatives, owners, employees, or
parties in interest, including this affidavit.

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2008.

(Notary Public)

My commission expires _____, 20__.

SECTION 00500
AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____, by and between the City of Flowery Branch (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of roadway resurfacing/milling & overlay improvements in the City of Flowery Branch. Work includes (but is not limited to) asphalt milling; Open-Graded Interlayer asphaltic concrete; asphalt pavement overlay; asphalt leveling course; pavement striping and marking replacement; and other associated work.

Article 2. ENGINEER.

The Project has been designed by **ESG Engineering** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work within 90 consecutive calendar days from the "Notice to Proceed" date.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current as follows:

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in paragraphs 5.1.1, 5.1.1.2 and 5.2 below. All such payments will be measured by the schedule of values established in paragraph 14.1 of the General Conditions.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, including but not limited to liquidated damages, in accordance with paragraph 14.2 of the General Conditions.

95% of the work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the

Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of the Cost of the Work (with the Balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.1.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less 200% of the Market value of the Work remaining and less such amounts as Engineer shall determine in accordance with Paragraph 14.7 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.7 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical

conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
- 7.3 Performance and other Bonds
- 7.4 Notice of Award
- 7.5 General Conditions
- 7.6 Supplementary Conditions
- 7.7 Specifications bearing the following general title: "Road Resurfacing Improvements" for the City of Flowery Branch, consisting of the divisions as listed in table of contents thereof.

- 7.8 Drawings, consisting of a cover sheet and sheets numbered C0.0 through C7.1, inclusive, with each sheet bearing the following general title: "2025 Road Resurfacing Improvements" for the City of Flowery Branch.
- 7.10 Addenda numbers __ to __, inclusive.
- 7.11 CONTRACTOR's Bid
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 7.14 The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 8.4 Any provision or part of the Contract documents held void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 9. OTHER PROVISIONS.

IN WITNESS WHEREOF. OWNER and CONTRACTOR have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER

CONTRACTOR

By _____

BY _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

City of Flowery Branch _____

5410 Pine St _____

Flowery Branch, GA 30542 _____

(If OWNER is a public body, attach evidence
License No. _____
of authority to sign and resolution or other
documents authorizing execution of
Agreement)

Agent for service of process: _____

(If CONTRACTOR is a
corporation, attach evidence of
authority to sign)

END OF SECTION

**SECTION 00610
PERFORMANCE BOND**

STATE OF GEORGIA

COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(Name and Address of Contractor)

as Principal (hereinafter known as "CONTRACTOR"), and
we, _____

(Name and Address of Surety)

as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the
City of Flowery Branch.

(Name of Owner)

for the use and benefit of those entitled thereto, in the sum of _____
_____ Dollars (_____)

(Contract Sum)

for the payment of which well and truly to be made, in lawful money of the United States, we do
hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the OWNER has engaged the said CONTRACTOR for the sum of _____
_____ Dollars (_____)

(Contract Sum)

for the construction of: 2025 Road Resurfacing Improvements
(Name of Contract/Project)

as more fully appears in a written Agreement bearing the date of _____,
20____, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and
obligations under the said agreement or contract hereinbefore referred to and shall fully

indemnify and save harmless the said OWNER from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said CONTRACTOR to do so, and shall fully reimburse and repay the said default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

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

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-40 et seq and 36-91-70 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of _____, 20____. Executed in 4 counterparts.

SECTION IS CONTINUED ON PAGE 3

CONTRACTOR: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

SURETY: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

- NOTE:
1. Date of bond must not be prior to date of contract. If CONTRACTOR is a PARTNERSHIP, all partners should execute bond.
 2. Surety companies executing bonds must appear on the Treasure Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

STATE OF GEORGIA

COUNTY OF HALL

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(Name and Address of Contractor)

as Principal (hereinafter known as "CONTRACTOR"), and we, _____

(Name and Address of Surety)

as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the
City of Flowery Branch.

(Name of Owner)

for the use and benefit of those entitled thereto, in the sum of _____
_____ Dollars (_____)

(Contract Sum)

for the payment of which well and truly to be made, in lawful money of the United States, we do
hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the OWNER has engaged the said CONTRACTOR for the sum of

_____ Dollars (_____)

(Contract Sum)

for the construction of: 2025 Road Resurfacing Improvements

(Name of Contract/Project)

as more fully appears in a written Agreement bearing the date of _____,

20____, a copy of which Agreement is by reference hereby made a part hereof.

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

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

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the CONTRACTOR and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said CONTRACTOR or Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the _____, as the agent of each them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the CONTRACTOR and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-91-40 et seq and 36-91-90 et seq and all the provisions of law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this __ day of _____, 20____. Executed in 4 counterparts.

CONTRACTOR: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

SURETY: _____

Signed and sealed in
the presence of:

By: _____

1. _____

Title: _____

2. _____

(SEAL)

- NOTE:
1. Date of bond must not be prior to date of contract. If CONTRACTOR is a PARTNERSHIP, all partners should execute bond.
 2. Surety companies executing bonds must appear on the Treasure Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2025 Road Resurfacing Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ Dollars
(_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20__.

City of Flowery Branch

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this ____ day of _____, 20__.
(Contractor)

By: _____

Title: _____

**SECTION 00622
NOTICE TO PROCEED**

To: _____ Date: _____

_____ Project: 2025 Road Resurfacing Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

City of Flowery Branch
OWNER

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE
TO PROCEED is hereby
acknowledged by

_____,
this the _____ day of _____, 20____

By _____

Title _____

**SECTION 00700
GENERAL CONDITIONS**

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SECTION 00700
GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress for final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the

Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as

required by the Contract Documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering and addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional Copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Project:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict,

error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 a preliminary Progress Schedule;

2.6.2 a preliminary Schedule of Submittals; and

2.6.3 a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.,

and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Preconstruction Conference:

Initial Acceptance of Schedules:

2.8 At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.6. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

2.8.1 The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2.8.2 Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

2.8.3 Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a

reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of

any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonable have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 a formal Written Amendment,

3.4.2 a Change Order (pursuant to paragraph 10.4), or

3.4.3 a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the followings ways:

3.5.1 a Field Order (pursuant to paragraph 9.5),

3.5.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS;
PHYSICAL CONDITIONS; REFERENCE POINTS

-

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as

indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 *Existing Structures:* Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at our contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in Writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 *Possible Document Change:* IF ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1 *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and ENGINEER

shall not be responsible for the accuracy or completeness or any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be

allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the extent to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Reference Points:

4.4 OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever an reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and

payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or

furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2 Claims for damages because of bodily injury occupational sickness or disease, or death on CONTRACTOR's employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising

out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER and with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5 OWNER shall be responsible for purchasing and maintaining OWNER's own

liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance or

additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If OWNER requests in writing that other special insurance be included in the property insurance policy, CONTRACTOR shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, CONTRACTOR shall in writing advise OWNER

whether or not such other insurance has been procured by CONTRACTOR.

Waiver of Rights:

5.11.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties names as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2 OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of

its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledge notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the

provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. In the case where the name is followed by words indicating that substitutions/ "or equals" are permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by BIDDER to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute/ "or-equal" items of material and equipment will not be accepted by ENGINEER from anyone other than BIDDER. If BIDDER wishes to furnish or use a substitute/ "or-equal" item of material or equipment, BIDDER shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute/ "or-equal" or will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to

that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute/ "or-equal" item will not prejudice BIDDER'S achievement of Substantial Completion on time, whether or not acceptance of the substitute/ "or-equal" item for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed item and whether or not incorporation or use of the item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute/ "or-equal" item from that specified will be identified in the application and available maintenance repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such item, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute/ "or-equal" item. ENGINEER may require BIDDER to furnish at BIDDER'S expense additional data about the proposed substitute/ "or-equal" item.

6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, BIDDER may furnish or utilize a substitute/ "or-equal" means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute/ "or-equal" item proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as

applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute/ "or equal" item. ENGINEER will be the sole judge of acceptability, and no item will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require BIDDER to furnish at BIDDER's expense a special performance guarantee or other surety with respect to any substitute/ "or-equal" item. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating items proposed by BIDDER and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute/ "or-equal" item, BIDDER shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed item.

Concerning Subcontractors, Suppliers and Others:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons

or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute/ "or-equal" item, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.

6.9 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organization performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such

Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER

and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening the Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises which construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the

performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims damages, losses and expenses (including, but not limited to fees or engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all employees on the Work and other persons and organizations who may be affected thereby:

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of

construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body (Including OSHA) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's

superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review submission. All submissions will be

identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings

and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission

will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by a negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence

of any such party.

6.31 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if

CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an

acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

Coordination:

7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of OWNER under the Contract

Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1 Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 ENGINEER will be OWNER's

representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not

ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretation:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve as adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore

as provided in Article 11 or 12.

Rejecting Defective Work:

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8 In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to

the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of

final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13 Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15 ENGINEER will not be responsible for CONTRACTOR's means, methods,

techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect

to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments)

10.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of

any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1.).

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications

agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by

Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used

by not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is not longer necessary for the Work.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of

CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses will be included in the Cost of Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators,

attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Cost due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expenses costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decreases

plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract

Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 There the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR

believes that CONTRACTOR has incurred additional expenses as a result thereof, CONTRACTOR may make a claim for an increase in the CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR is a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be *defective*. Prompt notice of all defects shall be given to CONTRACTOR. All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 ENGINEER and ENGINEER's representatives, other representative of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times

for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspection:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspection, tests or approvals.

13.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for

observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR with CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observations and replaced at CONTRACTOR's expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the CONTRACT Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not

found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to

reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored

elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as many be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will

be based on the number of units completed.

Application for Progress Payment:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Supplementary Conditions.

CONTRACTOR's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is

entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extents as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1 the Work is *defective*, or completed Work has been damaged requiring correction or replacement.

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the

tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantial complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER

considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division or responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation

and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instruction, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for

in the Contract Documents, together with complete and legally effective releases of waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or leases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case

CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Docu-

ments, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of *defective* Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16 The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3if CONTRACTOR makes a general assignment for the benefit or creditors;

15.2.4if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge or property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors:

15.2.5if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and

the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR when existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Contractor May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 METHODS AND PROCEDURES

In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the OWNER and the CONTRACTOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

The OWNER and the CONTRACTOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

ARTICLE 17 - MISCELLANEOUS

Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid,

to the last business address known to the giver of the notice.

Computation of Time:

17.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to

be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

SECTION 00800 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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SC-2.3. Delete Paragraph 2.3 in its entirety and insert the following in its place:

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

SC-2.4. Delete Paragraph 2.4 in its entirety and insert the following in its place:

The Contractor shall start to perform the Work within 10 calendar days of the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

SC-2.5. Add the following to the end of Paragraph 2.5:

Any known discrepancy that Contractor adjusts without requesting interpretation or clarification from the Engineer shall be made at the risk of the Contractor, and Contractor shall bear all expenses arising from complications from such adjustment.

SC-2.7. Add the following to the end of Paragraph 2.7:

Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

SC-4.2.1 Add the following to the end of Paragraph 4.2.1

In the preparation of Drawings and Specifications, Engineer has relied upon the following reports of explorations and test of sub-surface conditions at the site of the Work:

4.2.1.1 None

SC-4.3.3 Add a new Paragraph immediately after Paragraph 4.3.2:

4.3.3 In the preparation of Drawings and Specifications, Engineer has relied upon the following drawings of physical conditions in or relating to existing surface and sub-surface structures (except Underground Utilities) which are contiguous to the site of the Work:

4.3.3.1 None

SC-5.4. Delete Paragraph 5.4 and the heading entitled "Contractual Liability Insurance:" in its entirety and insert the following in its place:

5.4 The limits of liability for insurance required by Paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.4.1. Workers' Compensation, and related coverages under Paragraphs 5.3.1 and 5.3.2 of the General Conditions:

5.4.1.1.	State:	Statutory
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- 5.4.1.2. Applicable Federal
(e.g., Longshoremen's) Statutory
- 5.4.1.3. Employer's Liability \$ 200,000
- 5.4.1.4. Contractor shall show Owner as additional insured.

5.4.2. Contractor's Comprehensive General Liability under Paragraphs 5.3.3 through 5.3.6 of the General Conditions:

5.4.2.1 Combined Single Limit for Bodily Injury and Property Damage

\$1,000,000	Each Occurrence
Or combined single limit	\$2,000,000
General Aggregate	\$2,000,000
Operations Aggregate	\$2,000,000

5.4.2.2. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

5.4.2.3. Personal Injury, with employment exclusion deleted

\$1,000,000	Annual Aggregate
\$1,000,000	Each Occurrence

5.4.3. Comprehensive Automobile Liability under Paragraph 5.3.7 of the General Conditions:

5.4.3.1. Bodily Injury:

\$1,000,000	Each Person
\$2,000,000	Each Occurrence

5.4.3.2 Property Damage:

\$1,000,000	Each Occurrence
Or combined single limit	\$2,000,000

5.4.4 Builders Risk Insurance (Fire and Extended Coverage):

5.4.4.1 100% completed value based on the insurable portion of the project

5.4.4.2 Policy must protect the interests of the Owner, Contractor, and Sub-Contractors against loss by fire, vandalism, malicious

mischief, and all hazards included in a standard "All Risk"
Coverage endorsement. Policies shall be in the name of the
Owner and Contractor.

- 5.4.5 The comprehensive general liability insurance will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31 of the General Conditions. Contractual Liability coverage shall provide coverage for not less than the following amounts:

5.4.5.1. Bodily Injury:

\$500,000	Each Occurrence
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5.4.5.2 Property Damage:

\$100,000	Each Occurrence
\$ N/A	Annual Aggregate

SC-6.4 Add the following language at the end of paragraph 6.4:

Contractor shall arrange for all necessary services through the local agencies at his own expense.

SC-6.7.3. Delete Paragraph 6.7.3 in its entirety and insert the following in its place:

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute/ "or-equal" item. Complete written applications as detailed in Section 6.7 of the General Conditions must be received by ENGINEER at least fifteen (15) calendar days prior to the date (by end-of-business) for receipt of Bids. The burden of proof of the merit of the substitute/ "or-equal" item is upon the Bidder. ENGINEER will be the sole judge of acceptability, and ENGINEER'S decision of approval or disapproval of an item will be final. If ENGINEER approves any substitute/ "or-equal" item, such approval will be set forth in an Addendum issued to prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

SC-6.7.4-6 Add new paragraphs immediately after Paragraph 6.7.3:

6.7.4 Submittals for substitute/ "or-equal" items shall include illustrative drawings, specifications, descriptive brochures, installation lists, weights, metal thickness of principal components, drive arrangements, torques, power requirements, performance curves, installation requirements, availability of spare parts, local service capability, and other items necessary for the ENGINEER to determine that the intent of the Specifications is to be met. Submittal must also include

an enumeration of any and all changes required in the contract documents for incorporation of the proposed item. Incomplete submittals will not be reviewed or commented upon.

6.7.5 Submitted items that are determined to be “equal” or acceptable substitute to the named equipment or item in the specifications will be approved and commented upon by addendum to notify all Bidders of approval and any stipulations for the products use in preparation of his/her bid.

SC-6.8.3 Add a new paragraph immediately after Paragraph 6.8.2:

6.8.3. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.21 Add the following language at the end of paragraph 6.21:

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Contractor and any subcontractor so that Contractor may promptly report the facts to the Engineer, giving full details of the accident. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

SC-6.33 Add a new paragraph immediately after Paragraph 6.32:

6.33 Contractor shall require any and all subcontractors to conform to the obligations under paragraph 6.30 prior to commencing any work.

SC-9.3 Add the following language at the end of paragraph 9.3:

The Owner reserves the right to provide Resident Project Representative services for this project through the services of the Engineer. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in the Agreement Between Owner and Engineer, executed for this specific Project.

SC-11.9.2 Add the following language at the end of paragraph 11.9.2:

Direct payment will only be made items specifically listed in the Bid Form, and the cost of any other work will be included in the unit price for the item to which it relates.

SC-12.2 Add the following sub-Paragraphs to Paragraph 12.2

12.2.1 For the purposes of this contract, abnormal weather conditions shall be defined as wet weather conditions that exceed the normal, reasonably expected adverse weather days for that particular place at that particular time of year. Extension of time for abnormal weather conditions will be granted for those days where precipitation is one-eighth (0.125) inches or greater and where the number of such days exceed the normal, reasonably expected adverse weather days in that particular month. No reduction in Contract Time will be required for calendar months with less than the normal adverse weather days.

12.2.2 The determination of normal adverse weather days will be based on the average number of calendar days over the last five years in which more than one-eighth (0.125) inches of rain fell as measured by the Williamson, Georgia "Georgia Automated Environmental Monitoring Network" station for that particular month. This data may be accessed via the following website:

<http://www.griffin.uga.edu/aemn/>

12.2.3 For this purposes of this contract, normal adverse weather days, as calculated by the method described in 12.2.2 are listed below by month:

January	9	July	7
February	10	August	7
March	8	September	5
April	5	October	6
May	5	November	5
June	8	December	7

12.2.4 Requests for extension of Contract Time due to abnormal weather conditions must be submitted to Engineer with the monthly pay request for the month in which the delays occurred. Failure to request such extension with the pay request may invalidate the Contractor's right to an extension for these delays.

SC-12.3.1 Add the following sub-Paragraph to Paragraph 12.3:

- 12.3.1 If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the Contract Time, plus any extensions made in accordance with Article 12 of the General Conditions, and if the Owner does not exercise his reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work, in which event, actual damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount outlined in the Agreement per calendar day for each day that the work is delayed beyond the contract completion will be assessed to the Contractor until the work is completed.

SC-13.2 Delete Paragraph 13.2 in its entirety and insert the following in its place:

Engineer and Engineer's representatives, other representative of Owner, testing agencies, the Georgia Department of Natural Resources, the Environmental Protection Division, the Department of Labor, and any other governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

SC-17.5 Add the following new Paragraphs immediately after Paragraph 17.4:

- 17.5 The Contractor acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of the Agreement.
- 17.6 The Contractor shall comply with the Department of Labor Safety and Health Regulation for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). These regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.
- 17.7 The Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

SECTION 01020 ALLOWANCES

PART 1 – GENERAL

- A. The Contractor shall include in his bid proposal the allowances stated herein. The final amount of any allowance item listed herein shall be adjusted accordingly by change order to reflect actual cost.

PART 2 – PRODUCT

- A. The Contractor shall allow an amount for Supplemental Work Allowance (SWA's) as indicated in the Bid Form. SWA shall be utilized to incorporate cost changes for any additional authorized work into the scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform additions to work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any SWA's will be issued; SWA's shall be issued at the discretion of the Owner only.

The value of any work covered by a SWA shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.3).
2. By mutual acceptance of a lump sum by Contractor and the Owner.
3. On the basis of the cost of the work plus a Contractor's Fee for overhead and profit.

PART 3 – EXECUTION

- A. Amounts stated shall include all taxes, coordination and handling that may be required to provide the equipment to the owner. Owner may choose to delay the purchase of equipment to the end of the contract.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the Project.
- B. The project is to be bid as one contract.
- C. Defect assessment and non-payment for rejected work.

1.02 MEASUREMENT OF WORK

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Work shall be measured by the Engineer or his representative with assistance from the Contractor prior to preparation of a payment request by the Contractor.
- C. Unit quantities that are measured in place shall be measured monthly. The Contractor shall give the Engineer a minimum of two days' notice for making all required measurements.
- D. Materials that must be measured as delivered shall be measured at the time of delivery by the Engineer or his representative; the Contractor shall provide sufficient advance notice so that such measurements can be made.
- E. Work completed shall be measured for completion against the schedule of values provided by the Contractor in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mailboxes removal of trees, relocation of utilities, field engineering, clearing and grubbing, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid. No additional payments will be made for such activities.

1.03 ESTIMATED QUANTITIES

- A. All estimated quantities for unit price items, stipulated in the BID FORM, or other Contract Documents, are approximate and are to be used as a basis for comparing the bids submitted for the Project. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The

basis of payment for work and materials will be the actual amount of work done and materials furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually furnished and the estimated amounts included in the BID FORM. The Contractor will not be paid for any work which exceeds the quantity set forth in the BID FORM without a change order issued before the work is performed unless specifically ordered in writing by the Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight – Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume – Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area – Measured by square dimension using mean length and width or radius.
- D. Linear Measurement – Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Sum/Price Measurement – Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PROGRESS PAYMENTS

- A. **Progress payments shall be based on the quantity of units installed.**
- B. All items of Work not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials, labor, etc., to successfully and satisfactorily complete Work specified.
- D. Payment – The Contractor will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under any section of the Contract Documents except as provided for in the BID FORM. Where measurements are required to be made by the Engineer, for the payment of a pay item, the failure of the Contractor to give the adequate notification or failure of the Contractor to give the engineer assistance for the

measurement shall result in the forfeiture of payment for the work or item which was not measured.

- E. Work to be paid for as a “Lump Sum” shall be measured for completion against the “Schedule of Values” provided by the Contractor. The “Schedule of Values” shall be submitted at the Preconstruction conference and shall include quantities and prices of items aggregating the total “Lump Sum” and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

PART 2 – PRODUCTS

2.01 STORED MATERIALS

- A. Full payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal and shop drawings for said materials have been approved.

PART 3 – EXECUTION

3.01 VARIABLE DEPTH MILLING OF ASPHALTIC CONCRETE PAVEMENT

- A. Measurement: Measurement for Variable Depth Milling of Asphaltic Concrete Pavement shall be on a per square yard basis for asphalt pavement milled to the depth necessary to prepare for asphalt paving, as specified in the Plans.
- B. Payment: Payment for Variable Depth Milling of Asphaltic Concrete Pavement shall be on the basis of the unit price provided in the BID FORM. Payment shall include milling operation, hand-removing asphalt around valve boxes and manholes/structures, hauling, and proper stockpiling of the asphalt pavement, as well as all labor, materials, tools, testing, and equipment required as specified on the Plans and in the Specifications. Payment shall also include any concrete utility patch milling/removal required for overlay.

3.02 RECYCLED ASPHALT LEVELING COURSE

- A. Measurement: Measurement for the Recycled Asphalt Leveling Course shall be based on the number of tons of Asphalt Leveling Course placed on the road. Asphalt Leveling Course shall only be placed on the road at the Engineer’s direction.
- B. Payment: Payment for the Recycled Asphalt Leveling Course shall be on the basis of the unit price as shown in the BID FORM. Truckload tickets must be submitted for payment.

3.03 ASPHALTIC CONCRETE OPEN GRADED INTERLAYER (OGI)

- A. Measurement: Measurement of Asphaltic Concrete Open Graded Interlayer (OGI) shall be on the basis of the number of tons of OGI paved at an application rate of 90 lbs/sy per 1" placed as necessary for new paving and as shown on the Plans.
- B. Payment: Payment for Asphaltic Concrete Open Graded Interlayer (OGI) shall be on the basis of the unit price provided in the Bid Form at the application rate specified. Payment for OGI shall include asphalt, aggregate, tack coat, crack seal, prime coat (where specified on the plans), labor, materials, testing, tools, and equipment required as outlined in the Specifications. Truckload tickets must be submitted for payment. Open Graded Interlayer production and application shall conform and adhere to GDOT Specification Section 415 – Asphaltic Concrete Open Graded Interlayer.

3.04 ASPHALT SURFACE/BINDER COURSE

- A. Measurement: Measurement of Asphalt Surface/Binder Course shall be on the basis of the number of tons of asphalt paved at an application rate of 110 lbs/sy per 1" placed as necessary for new paving and as shown on the Plans.
- B. Payment: Payment for Asphalt Surface/Binder Course shall be on the basis of the unit price provided in the Bid Form at the application rate specified. Payment for asphalt surface course shall include asphalt, tack coat, crack seal, prime coat (where specified on the Plans), labor, materials, testing, tools, and equipment required as outlined in the Specifications. Truckload tickets must be submitted for payment.

3.09 TRAFFIC STRIPING & MARKINGS

- A. Measurement:
 - 1. Solid and Skip Traffic Stripe: Measurement for solid and skip traffic stripe shall be on the basis of the linear footage of striping for each thickness and color installed as measured along the center line of the striping.
 - 2. Median Hatching: Measurement for Median Hatching shall be on the basis of the square yardage of striping installed in the median areas to be hatched.
 - 3. Pedestrian Crosswalk: Measurement for Pedestrian Crosswalk shall be on the basis of the square yardage of crosswalk hatching that is installed.
 - 4. Stop Bar: Measurement for Stop Bar shall be on the basis of the linear footage installed as measured along the center line of the bar.

5. Pavement Markings: Measurement for Pavement Markings shall be on the basis of the number of arrows and word markings that are installed.
- B. Payment: Payment for Traffic Striping & Markings shall be on the basis of the unit price provided in the BID FORM and shall include both yellow/white and solid, skip, and hatched high-build paint (not thermoplastic) traffic striping of the color, style, extents, and width specified, all temporary striping/hatching, as well as all labor, materials, tools, testing, and equipment required.

3.11 SPEED BUMP INSTALLATION

- A. Measurement: Measurement for Speed Bump Installation shall be on the basis of the number of speed bumps that are installed as shown in the Bid Form.
- B. Payment: Payment for Speed Bumps Installation shall be at the unit price provided in the Bid Form and shall include removal of existing speed bumps where present, installation of new speed bumps, and all labor, materials, tools, and equipment required to install the speed bumps where shown in the plans.

3.12 TRAFFIC CONTROL

- A. Measurement: Measurement for Traffic Control shall be on a lump sum basis as shown in the Bid Form.
- B. Payment: Payment for Traffic Control shall be at the lump sum price provided in the Bid Form and shall include all operations, labor, materials, tools, signage, procedures, devices, operations, and equipment required to adhere to the latest MUTCD, GDOT, City, and County standards and recommendations throughout construction. Payment shall also include all additional signage required for the protection of exposed manholes/structures per the Plans.

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Construction Progress Schedules
- C. Product Data
- D. Shop Drawings
- E. Samples
- F. Design Data
- G. Test Reports
- H. Certificates
- I. Manufacturer's Instructions
- J. Manufacturer's Field Reports
- K. Erection Drawings

1.02 RELATED SECTIONS – NOT USED

1.03 SUBMITTAL PROCEDURES

- A. Deliver submittals to Engineer in acceptable form, either electronic copy or three (3) hard copies.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes which have been made including those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work and

coordination of information is in accordance with the requirements of the work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.

- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct recipients to promptly report any inability to comply with requirements.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in triplicate within 15 days after date established in Notice to Proceed.
- B. After reviewed by the Engineer, revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major portion of work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.05 PRODUCT DATA

- A. Product Data for Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with Submittal Procedures article above.
- B. Submit the number of copies which the Contractor requires, plus one (1) copy which will be retained by the Engineer or electronic copy.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above.

1.06 SHOP DRAWINGS

- A. Contractor shall submit a minimum of three (3) hard copies or an electronic copy of each shop drawing to the Engineer for review.
- B. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of shop drawings by Engineer shall not relieve Contractor of his responsibility for the accuracy of the shop drawings for the furnishing of all materials and equipment required by the contract even though such items may not be indicated on the shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements, and similar information as applicable to the specific item for which the shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor without review.

- F. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer.
- G. Schedule of Submittals – Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated submittal date and the desired approval date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.07 SAMPLES

- A. Samples for Review -
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples for Information –
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
- C. Include identification on each sample, with full Product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Review samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.08 DESIGN DATA

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.09 TEST REPORTS

- A. Submit for the Engineer's knowledge as contract administrator or for the owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTION

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 15 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with

information given and the design concept expressed in the contract documents.

- C. Data indicating inappropriate or unacceptable work may be subject to action by the Engineer or Owner.

1.14 REVIEWED SHOP DRAWINGS

A. Engineer Review

- 3. Acceptable submittals will be marked "Approved." A minimum of one (1) copy will be retained by the Engineer for Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.
- 4. Submittals requiring minor corrections before the product is acceptable will be marked "Furnish as Corrected." The Contractor may order, fabricate and shop the items included in the submittals provided the indicated corrections are made.
- 5. Submittals marked "Revise and Submit" must be revised to reflect required changes and the initial review procedure repeated.
- 6. The "Rejected" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
- 7. Only two copies of items marked "Revise and Submit" and "Rejected" will be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.

- B. No work or products shall be installed without a drawing or submittal bearing the "Approved" or "Furnish as Corrected" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.

- C. Substitutions – In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

- D. Use of the "Approved" or "Furnish as Corrected" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials, and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of the responsibility of errors of any kind on the shop drawings. Review

is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

PART 2 – PRODUCTS: - NOT USED

PART 3 – EXECUTION: - NOT USED

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance – control of installation
- B. Tolerances
- C. References and standards
- D. Testing laboratory services
- E. Manufacturer's field services

1.02 RELATED SECTIONS

- A. Section 01300 – Submittals – Submission of manufacturers' instructions and certificates.

1.03 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instruction conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.05 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING SERVICES

- A. Contractor shall appoint and employ services of an independent firm to perform testing. Contractor shall pay for testing services required by the specifications.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Owner.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor, in quadruplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design, mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be made by the Contractor.

1.07 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 – SUBMITTALS, MANUFACTURER'S FIELD REPORTS article.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying the next material or substance.
- B. Seal cracks or openings of substrate prior to applying the next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01410 TESTING SERVICES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Selection and Payment
- B. Contractor Submittals
- C. Testing Agency Responsibilities
- D. Testing Agency Reports
- E. Limits on Testing Authority
- F. Contractor Responsibilities
- G. Schedule of Tests

1.02 RELATED SECTIONS

- A. Testing and approvals required by public authorities.
- B. Section 01300 – Submittals – Manufacturer’s Certificates.
- C. Section 01701 – Contract Closeout – Project Record Documents.

1.03 REFERENCES

- A. ASTM C 802-87 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM C 1077-92 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- C. ASTM C 1093-88 – Practice for Accreditation of Testing Agencies for Unit Masonry.
- D. ASTM D 290-85 – recommended Practice for Bituminous Mixing Plant Inspection.
- E. ASTM D 3740-92 – Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- F. ASTM D 4561-86 – Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.

- G. ASTM E 329-93 – Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- H. ASTM E 543-93 – Practice for Determining the Qualification of Nondestructive Testing Agencies.
- I. ASTM E 548-93 – Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- J. ASTM E 699-79 (Reapproved 1991) – Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

1.04 SELECTION AND PAYMENT

- A. Contractor shall select, and Owner shall approve, a Testing Firm for Contractor to use and employ.
- B. Contractor shall be responsible for contracting the services of the approved independent testing agency or laboratory to perform specified testing. All coordination of testing and payment for services shall be the responsibility of the Contractor.
- C. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of practices listed in paragraph 1.03.
- B. Laboratory – Authorized to operate in State in which Project is located.
- C. Laboratory Staff – Maintain a full-time registered Engineer on staff to review services.
- D. Testing Equipment – Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.06 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit list of preferred testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer. Owner may select a firm from list or may request different firm for use in testing.

- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.07 TESTING AGENCY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional tests required by Engineer.
- G. Attend Preconstruction meetings and progress meetings.

1.08 TESTING AGENCY REPORTS

- A. After each test, promptly submit three (3) copies of report to Engineer and to Contractor.
- B. Include –
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and specifications section
 - 6. Location in the Project
 - 7. Type of inspection or test

- 8. Date of test
 - 9. Results of tests
 - 10. Conformance with Contract Documents
- C. When requested by Engineer, provide interpretation of test results.

1.09 LIMITS ON TESTING AUTHORITY

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel and provide access to the Work.
- C. Provide incidental labor and facilities –
 - 1. To provide access to work to be tested
 - 2. To obtain and handle samples at the site or at source of Products to be tested
 - 3. To facilitate tests
 - 4. To provide storage and curing of test samples
- D. Notify Engineer and laboratory 48 hours prior to expected time for operations requiring testing services.
- E. Employ services of an independent qualified testing laboratory.

1.11 SCHEDULE OF TESTS

Section	Test *	Frequency *	Date	Performed By	Notes
02200 – Earthwork & Site Grading					
Compaction					
	Unpaved & Landscaped with no traffic	1 test per horizontal layer per 10,000 SF of fill area			
	Paved & Pond Levee	1 test per horizontal layer per 5,000 SF of area			
	Building Pad	1 test per horizontal layer per 1,500 SF of fill area			
	Curb & Gutter	1 test per 300 LF			
	Proof Rolling	As necessary			
11200 – Water Distribution System					
	Hydrostatic & Leakage	1.5 times the working pressure (no less than 150 psi). Conducted for 2 hours with maintained pressure of 150 psi (200 psi on fire main)			
	Bacteriological Samples	2 taken 24 hours apart after disinfection			
Compaction					
	Traffic Areas	1 per 100 LF or less for each 4 VF of depth			
	Non-Traffic Areas	1 per 500 LF or less for each 4 VF of depth			
Fire Flow					
02530 – Wastewater Collection System					
Start-up		Prior to acceptance of Pump Station			
Drawdown		Prior to acceptance of Pump Station			
Certification		Completion			
Warranty		Completion			
Television Inspection of Sewers		All gravity sewer lines			
Leakage		As necessary			
Compaction					
	Traffic Areas	1 per 100 LF or less for each 4 VF of depth			
	Non-Traffic Areas	1 per 500 LF or less for each 6 VF of depth			
Gravity – Air		[All lines]			
Gravity - Vacuum		All manholes			
Hydrostatic – Force Main		150 psi for 2 hours			
Deflection		[All lines]			
02310 – Storm Drainage					
Compaction					
	Traffic Areas	1 per 100 LF or less for each 4 VF of depth			
	Non-Traffic Areas	1 per 500 LF or less for each 6 VF of depth			
02720 – Aggregate Base Course					
	Base Density	1 test per 5,000 SF			
02740 – Asphaltic Concrete Base Course					
	Asphalt Extraction & Gradation	1 test per each 250 tons placed			
	Marshall Stability	1 test per each 250 tons placed			

Section	Test *	Frequency *	Date	Performed By	Notes
	Core	1 test for each 250 tons placed			
	Field Density	1 test per 5,000 SF			
02740 – Asphaltic Concrete Binder/Surface Courses					
	Asphalt Extraction & Gradation	No less than 1 test for 500 tons placed; minimum one per road/street.			
	Marshall Stability	Not required			
	Core	No less than 1 test for 500 tons placed; minimum one per road/street.			
	Field Density (nuclear gauge) & Percent Air Voids	No less than 1 test for 500 tons placed; minimum one per road/street.			
02750 – Portland Cement Concrete Paving					
	Mix Designs	1 per mix design			
	Compressive Strength	3 test cylinders for every 30 cubic yards or less of each mix design placed daily			
		1 cylinder broken at 7 days			
		2 cylinders broken at 28 days			
	Slump	1 test for each set of cylinders taken			
03300 – Cast-in-Place Concrete					
	Materials	As necessary			
	Mix Designs	1 per mix design			
	Strength	5 test cylinders for each 50 cy or less of each mix design placed daily (min. of 5 cylinders for each days pour of less than 50 cy)			
		1 cylinder tested at 7 days			
		1 cylinder tested at 14 days			
		2 cylinders tested at 28 days			
		1 cylinder tested at 56 days			
	Slump	1 test per each set of cylinders			
	Air Content	1 test per each set of cylinders			
	Temperature	1 test per each set of cylinders			

* Unless specified otherwise in individual Sections.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1.1 Payment

The Contractor shall make payment to Owner selected Testing Firm for all work as described above. Contractor shall include cost of testing in lump sum price under Item #1 in the Bid Form. Any additional testing required due to failed tests shall be made at the cost of the Contractor. Any other additional testing desired by the Owner or Engineer will be paid for separately under

the allowance lump sum described in Technical Specification Section 01020.

END OF SECTION

SECTION 01570 TRAFFIC CONTROL

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish all materials and labor for the installation and continuous maintenance of traffic control devices throughout the project.
- B. This item of work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this project.
- C. Upon completion of work, warning devices are to be removed by the Contractor. If devices remain on site longer than ten (10) days after project completion, they shall be removed by the Owner and become his property.

1.02 SAFETY

- A. The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway through the construction zone. The contractor shall arrange his operation to keep the closing of any lane of a roadway to an absolute minimum.
- B. No work shall be started on any phase of the project until all appropriate traffic control devices are in place and in operation.
- C. Contractor is to take all practical precautions to maintain traffic flow, and provide safety of workers and the general public.
- D. At the end of each workday, contractor is to clear the roadway of all dirt and debris and add additional safety devices to maintain safe travel lanes.
- E. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

1.03 REFERENCES

- A. Manual for Uniform Traffic Control Devices (MUTCD) (latest edition).
- B. GDOT Standard Specifications for Construction of Roads and Bridges (latest edition), Section 150.
- C. GDOT Standard Construction Details (latest edition).

- D. GDOT Construction Permits

PART 2 – PRODUCTS

2.01 PRODUCTS

- A. Traffic Control Devices include – signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.
- B. All Traffic Control Devices used on this project shall conform to the plans, GDOT Construction Permit requirements, DOT Construction Details and Specifications, and MUTCD. No modifications will be allowed without prior written approval of the Engineer.
- C. Traffic Control Devices shall be in proper, acceptable condition when in use. Devices which are unclear, damaged, or not correctly positioned shall be promptly restored to fully operational condition.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Contractor shall prepare and provide a traffic control plan for the Engineer's review prior to the Preconstruction Meeting.
- B. The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover all Traffic Control Devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.
- C. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.
- D. When applicable the Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the contractor shall remove all Traffic Control Devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor.

- E. The Contractor shall ensure all Traffic Control Devices installed by him are operational 24 hours a day, including weekends and holidays. Provide additional inspections at regular intervals.
- F. When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Engineer.
- G. Private driveways and parking areas shall be accessible at all times unless temporary closings are necessary for construction work and the contractor has notified the affected individuals and has approval from them.
- H. If trenches are to remain open overnight, or for an extended period of time, Contractor is to provide heavy-duty cover plates to allow vehicles access.
- I. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for traffic control and protection, and no additional compensation will be allowed.
- J. Where flaggers are required, they are to be adequately trained and qualified for the job.

END OF SECTION

SECTION 01701
CONTRACT CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.02 RELATED REQUIREMENTS

- A. Section 01300 – Submittals

1.03 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, he shall prepare a punch list of uncompleted items and send to the Engineer for review. At the same time, the Contractor shall request in writing that the Engineer schedules a pre-final inspection.
- B. The Engineer will review the punch list submitted by the Contractor and determine if the project is substantially complete.
- C. If the Engineer determines that the project is not substantially complete, he will notify the Contractor in writing which items need to be finished before the project can be considered substantially complete. The Contractor shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.
- D. When the Engineer determines that the work is substantially complete, he will schedule a pre-final inspection with the Owner, Contractor, and Engineer. A final punch list will be prepared at this time.
- E. After all punch list items have been completed, the Contractor shall send a request in writing to the Engineer to schedule a final inspection. When all punch list items are complete, the Engineer will issue a certificate of substantial completion.

1.04 FINAL COMPLETION

- A. When the Contractor considers that all of the work is complete, he shall submit the following certificates:
 - 1. All work has been completed and inspected for compliance with the

Contract Documents and all deficiencies listed with the certificate of substantial completion have been corrected.

2. All equipment and systems have been tested, adjusted and are fully operational.
 3. Owner's personnel have been fully instructed in the operation of all equipment (include sign off for each system).
 4. Work is complete and ready for final inspection.
- B. Should Engineer's inspection find work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a request for another final inspection.
- D. When Engineer finds work is complete, he will process final pay request documents.

1.05 REINSPECTION FEES

- A. Should status of completion of work require reinspection by Engineer due to failure of work to comply with Contractor's claims on pre-final or final inspection, the Owner will back charge the Contractor for each extra reinspection required of the Engineer. The Contractor shall reimburse the Owner by certified check prior to final payment of retainage.

1.06 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities –
1. Certificate of Occupancy as required by local codes.
 2. Certificates of Inspection approvals required for plumbing, mechanical and electrical systems as required by local codes if applicable.
- B. Warranties and Bonds – Under provisions of Section 01740.
- C. Keys and Keying Schedule.
- D. Evidence of Payment and Release of Liens – In accordance with Conditions of the Contract.

- E. Consent of Surety to Final Payment – Consent of Surety is to be sent by Surety directly to ESG Engineering, to the attention of the Project Engineer.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Prior to application for final payment, the Contractor shall give the Engineer a list of all additions or deletions not previously approved by change order.
- B. The Engineer will review this list and prepare a final closeout change order for the items that are justified by the terms of the contract or approved by field order.
- C. After approval of the final closeout change order, the Contractor may submit his application for final payment.

PART 2 – PRODUCTS: Not Used.

PART 3 – EXECUTION: Not Used.

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 PROJECT MAINTENANCE AND WARRANTY

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written final acceptance of the Project, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one-year warranty described above, the affected unit shall be disassembled, inspected and modified, or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and

rewarranted for one year.

- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately, and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guaranteed time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

SECTION 02220 DEMOLITION

PART 1 - GENERAL

1.01 SCOPE

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required for demolition, removal and disposal work as shown on the Contract Drawings and as specified herein.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work as shown on the Contract Drawings and as specified herein.
- C. Demolitions and removals which may be specified under other Sections shall conform to requirements of this Section.

1.02 RELATED WORK

- A. Section 02315 – Excavation, Trenching and Backfill for Utilities
- B. Section 02530 – Sanitary Sewer Collection System

1.03 SUBMITTALS

- A. Schedule: Submit for approval proposed methods, equipment, and operations sequence.

1.04 JOB CONDITIONS

- A. Explosives:
 - 1. No blasting will be allowed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. All materials and equipment removed from existing work shall become the property of the Contractor except for those which the Owner has identified and

marked for his use. All materials and equipment marked by the Owner to remain his shall be carefully removed by the Contractor so as not to be damaged, cleaned and stored on or adjacent to the site in a protected place specified by the Engineer or delivered to a location specified by the Owner.

- B. The Contractor shall dispose of all demolition materials, equipment, debris, and all other items not marked by the Owner to remain as his, off the site and in conformance with all existing applicable laws and regulations.
 - a. All asphalt and concrete removed for construction must be disposed of in a legally and lawfully operated C&D landfill with tickets provided to Engineer as proof of lawful disposal, or asphalt may be recycled at an asphalt plant with a letter from the asphalt plant as proof of recycling.
- C. Pollution Controls:
 - 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - a. Do not use water when it may create hazardous or objectionable conditions such as flooding, pollution, and groundwater contamination.
 - b. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations.
- D. The demolition work shall include removal to two (2) feet below proposed grades.
- E. All rails from railroad removal shall become the property of the Owner and be stored on site as designated by Owner.

3.02 STRUCTURAL REMOVALS

- A. The Contractor shall completely remove all structures as shown on the Contract Drawings or as specified herein unless otherwise directed by the Engineer.
- B. All concrete, brick, tile, concrete block, roofing materials, reinforcement, structural or miscellaneous metals, plaster, wire mesh and other items contained in or upon the structure shall be removed and taken from the site, unless

otherwise approved by the Engineer. Demolished items shall not be used in backfill.

3.03 DISCONNECTION OF UTILITY SERVICES

- A. Utilities shall be disconnected at the points indicated. Where such disconnection will interrupt the utility services to an area not included in the Contract, arrangements for such interruption shall be reviewed with the Engineer at least 72 hours in advance of the interruption.

3.04 BURNING

- A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

3.05 PROTECTION OF EXISTING WORK

- A. Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired or restored to its original condition or acceptable equivalent.

3.06 EXISTING UTILITIES

- A. Utility Services: Disconnections of utility services shall be coordinated so as not to affect service to other areas outside of the project limits. The owners of all utilities must be contacted prior to proceeding with work. See special project provisions for limitations on water outages.
- B. Utilities: Remove or abandon all existing utilities as indicated. When utility lines are encountered, that are not indicated on the drawings, they shall be removed or abandoned to the extent that they would project into or interfere with the new construction.

3.07 DISPOSITION OF MATERIAL

- A. Title to Materials: Title to all materials and equipment to be demolished, except railroad trackage, track hardware, crossties to be salvaged, concrete to be crushed, and historical items, is vested in the Contractor upon receipt of notice to proceed. The Owner will not be responsible for the condition, loss or damage to such property after notice to proceed.
- B. Material for Salvage: Material that is salvageable will be removed from the project site by the Contractor.

- C. Unsalvageable Materials: Masonry and other noncombustible materials, other than concrete permitted to remain in place and concrete to be stockpiled and crushed, shall be disposed of by the Contractor off the property. Other materials such as non-useable cross-ties, lumber, etc. shall be removed from the site by the Contractor.

3.08 HISTORICAL ITEMS

- A. There are no known historical items on the project site; however, if historical items are discovered, remove historical items in a manner to prevent damage.
- B. Turn over historical items, if found, to the Owner for disposition such as:
 - 1. Corner Stones
 - 2. Content of Corner Stones
 - 3. Document Boxes wherever located on the site.
 - 4. Belgian Block

3.09 CLEAN-UP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat and orderly.
- B. All materials and debris resulting from demolition and removal operations shall be disposed of off-site in an authorized, permitted disposal site.
 - a. All asphalt and concrete removed for construction must be disposed of in a legally and lawfully operated C&D landfill with tickets provided to Engineer as proof of lawful disposal, or asphalt may be recycled at an asphalt plant with a letter from the asphalt plant as proof of recycling.

END OF SECTION

SECTION 02370
SOIL EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Temporary erosion and sediment control measures shall be employed during the construction period and shall include all measures required to prevent soil erosion at the site until permanent erosion control measures are installed. Work shall be accomplished through the use of vegetative measures, such as mulching and grassing, and structural practices including, but not limited to, construction exits, sediment barriers, check dams, inlet sediment traps, etc.
- B. Erosion and sediment control measures described herein shall be continued until such time as permanent planting and restoration of natural areas has provided for final stabilization at project site.
- C. Failure to install and maintain temporary erosion and sediment control measures throughout the construction period may be cause to halt construction by governing authorities until such measures are correctly installed and operational. Activity covered in this contract is regulated by Georgia's Erosion and Sedimentation Act (O.C.G.A. 12-7-1, *et seq.*).

1.02 RELATED SECTIONS

- A. Section 02920 – Permanent (Perennial) Grassing and Landscaping
- B. Construction Drawings.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Georgia's Erosion and Sedimentation Act (O.C.G.A. 12-7-1, *et seq.*)
- C. Georgia's NPDES General Permit for Storm Water Discharges Associated with Construction Activity.
- D. Installation and maintenance of all erosion control devices and measures shall conform to the latest edition of the Manual for Erosion and Sediment Control in Georgia (GSWCC). Contractor shall be responsible for the acquisition and utilization of the latest edition of the "Manual for Erosion and Sediment Control in Georgia".

1.04 DEFINITIONS

- A. Final Stabilization: All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, at least 70% of the soil surface is uniformly covered in permanent vegetation or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches, or geotextiles) have been employed, providing the appropriate thickness with 90% coverage.
- B. Land-Disturbing Activity: Any activity which may result in soil erosion from water or wind and the movement of sediments into State waters or onto lands within the State including, but not limited to, clearing, grubbing, dredging, grading, excavating, transporting, and filling.
- C. Stabilization: 70% of the surface area of the site is covered in a uniform, vegetative cover (permanent or temporary) or anchored mulch of the appropriate thickness with 90% coverage.

1.05 REGULATORY REQUIREMENTS

- A. Contractor shall comply with applicable codes, rules, ordinances, regulations, and laws of local, municipal, state and/or federal authorities having jurisdiction over project.
- B. Engineer Shall Obtain a Land-Disturbing Activity (LDA) Permit in accordance with the requirements of Georgia's Erosion and Sedimentation Act (O.C.G.A. 12-7-1, *et seq.*). Land-disturbing activities shall not commence until an LDA Permit has been issued for the Project.

PART 2 – PRODUCTS

2.01 STRUCTURAL PRACTICES

- A. All products used must satisfy specifications set forth by the Georgia Department of Transportation and be included on the GDOT Qualified Products List.

2.02 MULCH

- A. Dry straw, hay, or wood cellulose fiber of good quality, free of weeds and foreign matter detrimental to plant life.

2.03 TEMPORARY GRASSING

- A. All grass seed shall be certified by the Georgia Department of Agriculture.

- B. All grass seed shall be in undamaged containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

2.04 PERMANENT (PERENNIAL) GRASSING

- A. See Section 02920 – Permanent (Perennial) Grassing and Landscaping.

2.05 FERTILIZER AND LIME

- A. Fertilizer: Standard commercial grade grass fertilizer with a 10-10-10 (N-P-K) proportion.
- B. Lime: Natural, agricultural grade, ground or pulverized dolomitic limestone.

2.06 DUST CONTROL

- A. Water, calcium chloride, anionic asphalt emulsion, latex emulsion, resin-in-water emulsion or other approved by the Georgia Department of Transportation may be used.

PART 3 – EXECUTION

3.01 GENERAL

- A. The Contractor shall prevent the escape of sediment from the area under construction by installing erosion and sediment control measures and practices prior to, or concurrent with, land-disturbing activities.
- B. The Contractor shall maintain erosion and sediment control measures at all times.
- C. The Contractor shall complete mulching, temporary grassing, or permanent (perennial) vegetation on all exposed areas within 14 days after disturbance.
- D. All structural and vegetative erosion and sediment control measures shall be designed, installed and maintained according to the “Manual for Erosion and Sediment Control in Georgia”.
- E. As a minimum, structural practices shall be located and installed, and all disturbed soil areas shall be stabilized using mulching and/or grassing, as specified by the Drawings. If full implementation of the Drawings does not provide for effective erosion and sediment control, the Contractor shall be responsible for the implementation of additional erosion and sediment control measures to control or treat the sediment source.

- F. No runoff from disturbed areas shall leave the site untreated.
- G. Erosion Control Schedule
 - 1. Prior to the pre-construction conference, Contractor shall submit to the Engineer his proposed erosion control plan for the project in accordance with requirements of this section. The schedule shall be based on an analysis of the project conditions and shall be in written form. This schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, including trenching and backfilling, construction of permanent erosion control features and the proposed uses of temporary erosion and sediment control features. Schedule shall also include proposed methods to prevent pollution of streams, lakes and rivers and other water resources.
 - 2 Contractor shall outline his proposed methods of controlling erosion and preventing pollution on public and construction access roads, staging areas and waste disposal areas.
 - 3 Construction shall not commence until the Engineer has accepted the aforementioned plans and schedules. Contractor will be responsible for accomplishment of work in accordance with accepted plans and schedules. Engineer may approve changes made necessary by unforeseen circumstances that are beyond the control of Contractor.
- H. Engineer has the authority to limit the surface area of erodible earth materials exposed by clearing and grubbing, the surface area of erodible earth exposed by excavation and backfill operations, and to direct Contractor to provide immediate permanent or temporary erosion and pollution control measures to prevent contamination of adjacent land or water courses.
- I. Clearing and grubbing operations shall be so scheduled and performed that grading operations and permanent erosion control features can immediately follow thereafter if the project conditions permit. Otherwise, temporary erosion control measures will be required between successive construction stages.
- J. Engineer will require Contractor to limit the area of excavation, trenching and pipe laying operations in progress commensurate with Contractor's capability and progress in keeping finish grading, mulching, seeding and other permanent and/or temporary measures current with accepted schedule.

3.02 STRUCTURAL PRACTICES

- A. All structural practices shall be designed, installed and maintained in accordance with specifications set forth in Chapter 6, Section III of the "Manual for Erosion and Sediment Control in Georgia".

- B. Sediment accumulation at structural practices shall not exceed 50% of structure capacity or height.
- C. All structural practices shall be inspected frequently, and materials promptly repaired or replaced as necessary to allow proper function of the device.
- D. Any construction vehicle passing from a disturbed area onto any paved area or public right-of-way shall pass over a gravel construction exit. If the gravel construction exit cannot adequately remove soil from the vehicle, the vehicle shall be washed and runoff routed to a sediment trap or basin. Any mud or debris tracked or spilled onto roadway shall be immediately removed.

3.03 MULCHING

- A. All mulch used as a singular method for erosion control shall be applied and anchored in accordance with specifications set forth in Chapter 6, Section II of the "Manual for Erosion and Sediment Control in Georgia".
- B. Mulch can be used for erosion control for up to six months provided that the mulch is applied at the appropriate depth (depending on the type of mulch used), anchored, and maintains a continuous 90% or greater cover of the soil surface.
- C. Where staged construction or other conditions not controlled by Contractor prohibit the completion of work in a continuous manner, Engineer may order Contractor to apply mulch to an erodible area.
- D. If the area being mulched will eventually support a cover of perennial vegetation, 20-30 pounds of nitrogen per acre shall be added in addition to the normal nitrogen application rate specified in Section 02920 – Permanent (Perennial) Grassing and Landscaping.
- E. Mulch can be applied to areas at rough grade. With the use of an appropriate anchoring method, mulch may be applied to areas as steep as 2:1 (H:V).
- F. All mulch shall be anchored. Install commercial netting according to manufacturer's specifications.
- G. Wood waste shall be anchored with netting consisting of openings no larger than the average size of the wood waste chips.

3.04 TEMPORARY GRASSING

- A. Temporary grassing shall be applied in accordance with specifications set forth in Chapter 6, Section II of the "Manual for Erosion and Sediment Control in

Georgia”.

- B. Temporary grassing can be employed instead of mulch if an area will remain undisturbed for less than six months.
- C. Where staged construction or other conditions not controlled by Contractor prohibit the completion of work in a continuous manner; Engineer may order Contractor to apply temporary grassing to an erodible area.
- D. Temporary grassing shall consist of sowing a quick growing species of grass suitable to the area and season. Certified temporary grass seed shall be applied at the rates and dates as indicated in the Plans.

3.05 PERMANENT (PERENNIAL) GRASSING

- A. See Section 02920 – Permanent (Perennial) Grassing and Landscaping.

3.06 GRADING OPERATIONS

- A. Grading operations shall be scheduled so that ground surface will be disturbed for the shortest possible time before permanent construction is installed. Large areas shall be maintained as flat as possible to minimize soil transport through surface flow.
- B. Wherever steeper slopes or abrupt changes in grade are required, a compacted diversion or berm shall be constructed at the top of slope to cause surface water to flow along the diversion to a control point to be transported down slope in a slope drain. In no case shall surface water be allowed to flow uncontrolled down slopes.
- C. Unless otherwise approved in writing by Engineer, construction operations in rivers, streams and impoundments shall be restricted to those areas that must be entered for the construction of temporary or permanent structures, or at locations shown on the Drawings.
- D. Mechanized equipment shall not be operated in live streams except as may be minimally required, unless otherwise approved in writing by Engineer.
- E. Frequent fording of live streams with construction equipment shall not be permitted. Temporary bridges or other structures, designed in accordance with specifications by the “Manual for Erosion and Sediment Control in Georgia”, shall be used whenever an appreciable number of stream crossings are necessary.

3.08 DUST CONTROL

- A. Dust raised from vehicular traffic shall be controlled by wetting down the access

road with water. The use of a deliquescent chemical, such as calcium chloride, may be used if the relative humidity is over 30%. Chemicals shall be applied in accordance with the manufacturer's recommendations.

3.09 CLEAN-UP AND REMOVAL

- A. Temporary erosion and sediment control measures shall be removed, and bare areas stabilized when all areas draining to the control(s) are no longer under construction and have reached final stabilization.
- B. All sediment accumulated at erosion and sediment control structures shall be removed and properly disposed of before the structure is removed.
- C. Sediment deposits shall be uniformly spread at an appropriate location and stabilized with mulch and grassing.
- D. All false-work, sheeting or piling which are to be removed, debris, and other obstructions shall be promptly cleared from rivers, streams, and impoundments as soon as conditions permit.

END OF SECTION

SECTION 02740
ASPHALTIC CONCRETE – BINDER & SURFACE COURSES

PART 1 – GENERAL

1.01 SCOPE

- A. This section covers the general requirements for furnishing materials, labor, and equipment for installing asphalt concrete paving. The limits for the asphalt concrete paving are as shown on the construction plans or as denoted in these specifications.
- B. Subgrade preparation shall include leveling, proof-rolling and compacting of the subgrade as required. Installation of the base course shall include the placing and compacting of the material with appropriate equipment. Pavement shall be placed as shown on the plans with the necessary equipment and shall include any prime coats or tack coats required. All work shall be in conformity with the lines, grades and typical cross-sections shown on the Plans. The Contractor must have all equipment and workers on the job site necessary to perform a given operation when it is initiated.

1.02 RELATED SECTIONS

NOT USED

1.03 REFERENCES

- A. ASTM D 946-82 (Reapproved 1993) – Penetration-Graded Asphalt-Cement for Use in Pavement Construction.
- B. ASTM E 329-93b – Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- C. ASTM D 3740-94 – Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.
- D. ASTM D 2726-93 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens.
- E. ASTM D 2950-91 – Density of Bituminous Concrete in Place by Nuclear Methods.
- F. AASHTO-T 245-91 – Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.

- G. AASHTO-T 179-88 – Effect of Heat and Air on Asphalt Materials (Thin-film Oven Test).
- H. ASTM D-1188-89 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens.

1.04 REGULATORY REQUIREMENTS

- A. Perform work in accordance with Georgia Department of Transportation Standard Specifications for Construction of Highways and Bridges – 1993 Edition.
- B. Mixing Plant: Conform to Georgia Department of Transportation Standard Specifications.

1.05 TESTING

- A. Testing laboratory shall operate in accordance to ASTM D 3740 and E 329 and shall be accepted by the Engineer.
- B. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any of the tests.
- C. Testing shall be the responsibility of the Contractor and shall be performed at the Contractor's expense by a commercial testing laboratory that operates in accordance with subparagraph A above.
- D. Test results shall be furnished to the Engineer in duplicate.

1.06 WEATHER CONDITIONS

- A. Do not place asphalt mixture when ambient air temperature is less than that indicated in the Table nor when the surface is wet or frozen.

Lift Thickness	Min. Air Temperature, Degrees F.
1" or less	55
1.1" to 2"	45
2.1" to 3"	35
3.1" to 4"	30
4.1" to 8"	Contractor's Discretion

- B. Mixture shall be delivered to the spreader at a temperature between 250 degrees F and 325 degrees F. Place mixture when temperature of the mixture is

not more than 15 degrees F below bitumen supplier's bill of lading and not more than the maximum specified temperature.

- C. Do not mix or place asphalt concrete when the existing surface is wet or frozen.

PART 2 – PRODUCTS

2.01 PRIME COAT

- A. Material: Shall consist of preparing and spraying the base course surface with a low viscosity liquid asphalt such as MC-30 and RC-30, which is known as a Cut-Back Asphalt, and allowing the asphalt to penetrate as far as possible.
- B. The asphalt shall conform to Section 412 –Bituminous Prime of the Department of Transportation, State of Georgia, Standard Specifications, current edition.

2.02 TACK COAT

- A. Material: Shall be AC-20 or AC-30, asphalt cement, conforming to Section 413 – Bituminous Tack Coat and Section 820 – Asphalt Cement of the Department of Transportation, State of Georgia, Standard Specifications, current edition. When the temperature in the shade exceeds 70° F, an emulsion such as CRS-2h or CRS-3 may be used.

2.03 ASPHALT CEMENT AND ADDITIVES

- A. Asphalt Cement: Shall conform to the requirements of Section 820 – Asphalt Cement of the Department of Transportation, State of Georgia, Standard Specifications, current edition. The material shall be AC-30 with the exception that AC-20 having a penetration at 77°F not exceeding 80 and an initial viscosity at 77°F not less than 25 million poises may be used in lieu of AC-30. The loss on heating from the Thin-Film Oven Test shall not exceed 0.75%.
- B. Utilization of performance grade (PG) binder shall be in accordance with latest GDOT requirements/specifications.
- C. Hydrated lime may be substituted for Liquid Anti-Strip Additive (LASA) per GDOT requirements/specifications.
- D. Anti-Stripping: Shall conform to the requirements of Section 831.04 – Heat Stable Anti-Stripping Additive of the Department of Transportation, State of Georgia, Standard Specifications, current edition.

2.04 AGGREGATES

- A. General: Mineral aggregate shall be composed of fine aggregate or a combination of fine and coarse aggregate. Coarse aggregate shall be that portion of the material retained on a No. 8 Sieve.
- B. Fine aggregate shall be considered that portion passing the No. 8 Sieve. Fine aggregate, coarse aggregate, and any additives in combination with the specified percentage of asphalt cement shall meet the requirements of test specified, before approval may be given for their individual use.
- C. Fine aggregate: Shall conform to the requirements of Section 802.01 – Fine Aggregate for Asphaltic Concrete of the Department of Transportation, State of Georgia, Standard Specifications, current edition.
- D. Coarse aggregate: Shall conform to the requirements of Section 802.02 – Coarse Aggregate for Asphaltic Concrete of the Department of Transportation, State of Georgia, Standard Specifications, current edition.

2.05 HOT MIX ASPHALTIC CONCRETE COURSES

A. General

- 1. Hot Mix Asphaltic Concrete shall conform to an approved Georgia Department of transportation Designed/Approved Mix and shall be a uniform mixture of aggregates, bituminous material, and if required, hydrated lime, mineral filler, or any other approved additive. The constituents shall be proportioned so as to produce mixtures meeting the requirements given. The general composition limits prescribed are extreme ranges within which the Job Mix Formula must be established. All mixtures shall be based on a design analysis meeting the requirements. Contractor shall submit mix design to the Engineer for approval prior to placement of asphalt.
- 2. For all Asphalt Mixtures, the Contractor shall exercise reasonable control of the materials so that extreme variations do not occur. The gradation shall be maintained within the composition limits as specified.
- 3. If the results of any control tests indicate that the characteristic tested does not conform to the Job Mix Formula within the Mixture Control Tolerances as specified, immediate corrective action shall

be taken as necessary to assure that the Contractor's quality Control Methods are effective.

- B. Binder Course: The Binder Course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot mix asphalt cement in an approved mixing plant. The job mix shall be 12.5 mm Superpave or 19mm (as noted in the plans) and shall conform to Section 828, Department of Transportation, State of Georgia, Standard Specifications, current edition.
- C. Surface Course: The Surface Course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot mix asphalt cement in an approved mixing plant. The job mix shall be of the following type: 9.5 mm (Type II) and/or 12.5 mm Superpave (as noted in the plans) and shall conform to Section 828, Department of Transportation, State of Georgia, Standard Specifications, current edition.
- D. A job mix formula indicating the single definite percentage for each sieve fraction of aggregate and for asphalt shall be submitted prior to surfacing operations. The job mix formula shall also show the stability as determined by the Marshall Method, the percent voids, the percent voids filled with asphalt, and the unit weight per cubic foot of compacted mix.
- E. The general composition limits are extreme ranges of tolerances to govern mixes made from any raw materials meeting the specifications. The submission of the job mix formula shall bind the Contractor to furnish paving mixture meeting the exact formula within allowable tolerances of plus or minus 1/2 per cent (1/2%) for asphalt, plus or minus 7 percent (7%) of 1/2 inch and larger sieve sizes, plus or minus 5 percent (5%) for material passing the 1/2 inch thick sieve and retained on the No. 200, and plus or minus 1/2 percent of material passing the No. 200.
- F. Compaction shall be done with an 8 to 10-ton steel-wheeled roller or other means approved by the Engineer. Thickness shall not vary more than one-fourth inch and smoothness shall not exceed one-eighth inch for a ten-foot straight edge.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. ON-SITE OBSERVATIONS: The Owner's Representative or Engineer will have the right to require that any portion of the work to be done in his presence and if the work is covered up after such instruction, it shall be exposed by the Contractor

for observation at no additional cost to the Owner. However, if the Contractor notifies the Owner that such work is scheduled, and the Owner fails to appear within 48 hours, the Contractor may proceed without him. All work done and materials furnished shall be subject to review by the Owner or Engineer. Improper work shall be reconstructed, and all materials, which do not conform to the requirements of the specifications, shall be removed from the work upon notice being received from the Engineer for the rejection of such materials. The Engineer shall have the right to mark rejected materials so as to distinguish them as such.

- B. Contractor shall verify that the base has been inspected, is dry, and gradients and elevations are correct.

3.02 PREPARATION

- A. Apply prime coat in accordance with Section 412 - Bituminous Prime of the Department of Transportation, State of Georgia, Standard Specifications, current edition. Rate of application shall be 0.20 gallons per square yard. All irregularities in the base course surface shall be corrected prior to application of the prime coat.
- B. Do not apply prime to a wet surface when the temperature is below 40°F in the shade. Do not apply prime when rain threatens nor when weather conditions prevent proper construction of prime coat.
- C. Apply tack coat in accordance with Section 413 – Bituminous Tack Coat of the Department of Transportation, State of Georgia, Standard Specifications, current edition. Rate of application shall be 0.06 gallons per square yard of surface.
- D. Work shall be planned so that no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the work should be kept off the tack coat.
- E. Apply tack coat to contact surfaces of curbs and gutters. Apply in manner so exposed curb or gutter surfaces are not stained.
- F. Coat surfaces of manhole frames and inlets frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.
- G. Before beginning the application of the hot mix asphaltic concrete pavement, the existing surface shall be cleaned to the satisfaction of the engineer.
- H. Patching and Repair of Minor Defects: All potholes and broken areas in the existing surface and base, which require patching as directed by the Engineer,

shall be corrected prior to placing any leveling or surface course. Areas to be patched shall be sawcut out, trimmed to vertical sides, and all loose material removed. These areas shall be filled with concrete pavement patch as detailed in the Plans. The patch shall then be cleaned, primed, and tack coated.

3.03 PLACEMENT

- A. Construction shall be in accordance with Section 400 – Hot Mix Asphaltic Concrete Surface Construction of the Department of Transportation, State of Georgia, Standard Specifications, current edition.
- B. Asphaltic concrete shall not be placed on a surface that is wet or frozen.
- C. Compaction shall commence as soon as possible after the mixture has been spread to the desired thickness. Compaction shall be continuous and uniform over the entire surface. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks. Compaction rolling shall be complete before material temperature drops below 185° F.
- D. Areas of pavement with deficient thickness or density shall be removed and replaced at no additional cost to the Owner.

3.04 TOLERANCES

- B. General: All paving shall be subject to visual and straightedge inspection during construction operations and thereafter prior to final acceptance. A 10-foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities on all paving courses. The straightedge and labor for its use shall be provided by the Contractor. The surface of all courses shall be inspected with the straightedge as necessary to detect surface irregularities. Irregularities such as rippling, tearing, or pulling, which in the judgment of the Engineer indicate a continuing problem in equipment, mixture or operation technique, will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Contractor to correct the problem.
- B. Flatness: All irregularities in excess of 1/8" in 10' for surface courses and 3/16" in 10' for intermediate courses shall be corrected.
- C. Variation from Design Elevation: Less than 1/4".

- D. Scheduled Compaction Thickness: Less than 1/4" under tolerance.
- E. Pavement Deficient in Thickness: When measurement of any core indicates that the pavement is deficient in thickness, additional cores will be drilled 10' either side of the deficient core along the centerline of the land until the cores indicate that the thickness conforms to the above specified requirements. A core indicating thickness deficiencies is considered a failed test. Pavement deficient in thickness shall be removed and replaced with the appropriate thickness of materials. If the Contractor believes that the cores and measurements taken are not sufficient to indicate fairly the actual thickness of the pavement, additional cores and measurements will be taken, provided the Contractor will bear the extra cost of drilling the cores and filling the holes in the roadway as directed.

3.05 FIELD QUALITY CONTROL

- A. All performance and payment of asphalt testing is the responsibility of the contractor. Testing type(s) and performance/acceptance requirements for asphalt courses shall be in accordance with Section 400 of the Department of Transportation, State of Georgia, Standard Specifications, current edition. Quantity/frequency of tests shall be per GDOT specifications, but shall not be less than one test per 500 tons placed (and minimum one per road).
- B. Temperature:
 - 1. Asphaltic concrete shall not exceed 325° F at any time.
 - 2. Temperature at time of loading shall be recorded on the truck delivery ticket.

3.06 REMOVAL AND REPLACEMENT OF PAVEMENT

- A. General: The removal and replacement of pavement includes two types of pavements which are to be cut and replaced, to cut for pavement widening, or to be cut for the installation of curb and gutter; Asphalt Concrete Pavement and Portland Cement Concrete. This includes both Class "A" Pavement Replacement and Class "B" pavement widening.
- B. Class "A" Pavement Replacement: Pavement and base course which must be removed for constructing sewers, manholes, forcemains, water lines, and all other appurtenances in streets shall be replaced with the paving section shown on the miscellaneous details of the construction drawings. The pavement shall be removed to neat lines cut by a masonry saw within the limits shown on the

detailed drawings. The base material removed shall be salvaged and stored at the site, if satisfactory for reuse. Backfill shall be thoroughly compacted prior to concrete base. Asphalt topping shall then be applied. The asphalt paving shall be of the following type: to match the existing asphalt pavement, and shall be equal or better than the original pavement. Asphalt patches shall be thoroughly rolled or tamped with a mechanical roller or tamper. Rolling of patches with truck tires will not be permitted.

- C. Class "B" Pavement Widening: Pavement and base course which must be removed and replaced in accordance with the paving section on the Miscellaneous Details of the construction drawings. The pavement shall be removed to neat lines cut with a masonry saw, within the limits shown on the detailed drawings. The base material removed shall be salvaged and stored at the site, if satisfactory for reuse. Backfill shall be thoroughly compacted prior to concrete base. An asphalt overlay shall then be applied to the entire roadway and shall be of the following type: to match the existing asphalt pavement. The asphalt overlay shall be thoroughly rolled or tamped with a mechanical roller or tamper.
- D. Concrete Pavement: Where the installation of pipe involves the cutting of concrete, the cutting shall be kept to a minimum. Base material removed shall be salvaged for reuse. Once the pipe is installed, the Contractor shall compact the trench to 98% density according to modified proctor. After compaction, Contractor shall install and compact 6" graded aggregate base. The base shall be poured and finished. Concrete shall be 3,000 psi and shall be equal or better than the original pavement.
- E. When sidewalks are removed or replaced, match existing finish and construct sidewalks as detailed on the plans.

3.07 ADJUSTMENT OF MANHOLES / STRUCTURES / VALVE BOXES

- A. All adjustments of manholes, structures, and valve boxes shall be in accordance with the Plans, Details, and Specifications.

3.08 PAVING REINFORCING FABRIC

- A. This work shall consist of furnishing and placing asphalt overlay geotextile (paving fabric) beneath a pavement overlay or between pavement layers to provide a water-resistant membrane and crack-retarding layer.
- B. Paving Fabric: The paving fabric will be a staple fiber, needle-punched, nonwoven material consisting of at least 85 percent by weight polyolefins,

polyesters or polyamides. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects that will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat-set on one side to reduce bleed-through of tack coat and to minimize fabric pick-up by construction equipment during installation. The fabric shall meet the physical requirements specified in Table 1.

- C. Tack Coat: The tack coat used to impregnate the fabric and bond the fabric to the pavement shall be the same grade asphalt cement as used in the hot mix asphalt. A cationic or anionic emulsion may be used as approved by the engineer. The contractor shall follow the recommendations of the paving fabric manufacturer when an asphalt emulsion is used. The use of cutbacks or emulsions that contain solvents shall not be permitted.
- D. Shipping and Storage: The paving fabric shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. If stored outdoors, the fabric shall be elevated and protected with a waterproof cover. The paving fabric shall be labeled in accordance with ASTM D 4873-88, "Standard Guide for Identification, Storage, and Handling of Geotextiles."
- E. Weather Limitations: The air and pavement temperatures shall be at least 50° F and rising for placement of asphalt cement and shall be at least 60° F and rising for placement of asphalt emulsion. Neither asphalt tack coat nor paving fabric shall be placed when weather conditions are not suitable, in the opinion of the Engineer.
- F. Surface Preparation: The pavement surface shall be dry and thoroughly cleaned of all dirt and oil to the satisfaction of the Engineer. Cracks 1/8" wide or greater shall be cleaned and filled with suitable bituminous material or by a method approved by the Engineer. Crack-filling material shall be allowed to cure prior to placement of paving fabric. Potholes and other pavement distress shall be repaired. Repairs shall be performed as directed by the Engineer.
- G. Tack Coat Application: The tack coat shall be applied using a calibrated distributor spray bar. Hand spraying, squeegee and brush application may be used in locations where the distributor truck cannot reach. Every effort shall be made to keep hand spraying to a minimum.

The tack coat shall be applied uniformly to the prepared, dry pavement surface. The tack coat application rate must be sufficient to saturate the fabric and to bond the fabric to the existing pavement surface. The tack coat application rate shall be 0.22 to 0.30 gallons per square yard as required by the roadway surface and environmental conditions. When using emulsions, the application rate must be increased as directed by the engineer to offset the water content of the

emulsion. Within the street intersections, on steep grades or in other zones where vehicle speed changes are common, the normal application rate shall be reduced by about 20 percent as directed by the Engineer, but not less than 0.20 gallons per square yard.

The temperature of the tack coat shall be sufficiently high to permit a uniform spray pattern. For asphalt cements, the minimum temperature shall be 290° F. To avoid damage to the fabric, distributor tank temperatures shall not exceed 325° F. For asphalt emulsions, the distributor tank shall be maintained between 130° F and 160° F.

The target width of the tack coat application shall be equal to the paving fabric width plus 6". Tack coat application shall be wide enough to cover the entire width of fabric overlaps. The tack coat shall be applied only as far as in advance of paving fabric installation as is appropriate to ensure a tacky surface at the time of paving fabric placement. Traffic shall not be allowed on the tack coat. Excess tack coat shall be cleaned from the pavement.

- H. Paving Fabric Placement: The paving fabric shall be placed onto the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation within a minimum amount of wrinkling or folding. The paving fabric shall be placed before the asphalt cement tack coat cools and loses its tackiness. Paving fabric shall not be installed in areas where the overlay asphalt tapers to a minimum compacted thickness of less than 1.5".

When asphalt emulsions are used, the emulsion shall be allowed to cure properly such that essentially no water moisture remains prior to placing the paving fabric. Fabric wrinkles severe enough to cause folds shall be slit and laid flat. Brooming and/or rubber-tire rolling will be required to maximize paving fabric contact with the pavement surface. Additional hand-placed tack coat may be required at overlaps and repairs as required by the Engineer.

Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the paving fabric. Abrupt starts and stops shall also be avoided. Damaged fabric shall be removed and replaced with the same type of fabric and a tack coat.

Joints and Overlaps: At joints, fabric rolls shall overlap by 1" to 3". End joints and joints from repair of wrinkles should be made to overlap or "shingle" in the direction that the pavement overlay will be placed. Overlaps of adjacent rolls may be as great as 6" to accommodate variations between the width of the roadway and the paving fabric. Excess fabric shall be cut and removed to ensure that overlaps of adjacent rolls do not exceed 6". A uniform application of tack coat shall be applied between all fabric overlaps. Any locations that do not have

tack between the overlaps shall be corrected by manual placement of tack coat prior to overlay construction.

All areas with paving fabric placed will be paved the same day. No traffic except necessary construction will be allowed to drive on the paving fabric.

- I. Overlay placement: Asphalt overlay construction shall closely follow fabric placement. All areas in which paving fabric has been placed will be paved during the same day. Excess tack coat that bleeds through the paving fabric shall be removed. Excess tack coat can be removed by broadcasting hot mix or sand on the paving fabric. Excess sand or hot mix shall be removed before beginning the paving operation. In the event of rainfall on the paving fabric prior to the placement of the asphalt overlay, the paving fabric must be allowed to dry completely before asphalt is placed. Overlay asphalt thickness shall meet the requirements of the contract drawings and documents. The minimum compacted thickness of overlay asphalt shall not be less than 1.5" in areas of paving fabric installed.

TABLE 1. PHYSICAL REQUIREMENTS OF PAVING FABRICS

Petromat 4598			
Properties	Test Method	American Standard	Metric Units
Mass Per Unit Area	ASTM D 3776	4.1 oz/yd ²	104 g/m ²
Tensile Strength	ASTM D 4632	101 lb.	0.450 kN
Tensile Elongation	ASTM D 4632	50%	50%
Asphalt Retention	ASTM D 6140	0.20 gal/yd ²	0.90 l/m ²
Melting Point	ASTM D 276-87	300° F	149° C
Surface Texture	VISUAL INSPECTION	Heat-Set on One Side	

END OF SECTION

**SECTION 02960
MILLING OF EXISTING ASPHALT PAVEMENT**

PART 1 – GENERAL

1.01 WORK INCLUDED

The work consists of milling existing asphaltic concrete pavement to lower the finished grade and remove unsound material prior to resurfacing. The area to be milled is shown on the Plans and includes the entire width of the streets shown and portions of intersecting streets to the limits shown on the Plans or as directed by the OWNER’S REPRESENTATIVE.

1.02 RELATED WORK SPECIFIED ELSEWHERE

02220	Demolition
02370	Soil Erosion Control
02720	Aggregate Base Course
02740	Asphaltic Concrete – Binder & Surface Courses
02775	Sidewalks, Driveways, and Curbs & Gutters

1.03 REFERENCED STANDARDS

All materials and workmanship shall conform to the following GDOT Standard Specifications (latest edition) which are incorporated herein by reference.

Section 150	Traffic Control
Section 432	Mill Asphaltic Concrete Pavement

In the event of a discrepancy between this specification and the GDOT Standard Specifications, the more stringent requirement will apply.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MILLED MATERIALS

Milled materials become the property of the contractor and shall be removed and disposed of offsite to an approved disposal area.

2.02 EQUIPMENT

The equipment for this operation shall be a power-driven, self-propelled machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls, a conveyor to transfer millings to a truck for offsite disposal, and a lighting system for night work if approved by the OWNER'S REPRESENTATIVE. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation including power brooms, vacuum sweepers, power blowers, etc.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to a depth as shown in the Plans and in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration or depth of cut. The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Pre-wetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove fine material to the greatest extent practicable. The operation shall be conducted in a manner to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be placed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the OWNER'S REPRESENTATIVE determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable

texture or profile, as determined by the OWNER'S REPRESENTATIVE, shall be corrected by the CONTRACTOR at no additional compensation. The OWNER'S REPRESENTATIVE may require re-milling of any area where surface lamination causes a non-uniform texture to occur.

3.03 COVER UP

Milled areas shall be covered with final surface course within five (5) days of the beginning of milling operations, prior to opening the lanes to traffic. Failure to cover milled areas as specified will result in liquidated damages to be assessed at a rate of \$500 per day.

3.04 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as concrete curb & gutter, manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas. Adjusting/replacement of any such obstructions shall be as outlined in the Plans, Details, and Specifications.

END OF SECTION

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

Delete Section 415 and substitute the following:

415.1 General Description

This work includes constructing a bituminous plant produced Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI) over the existing roadway surface. The mixture shall ~~serve as asphaltic concrete leveling over irregular surfaces and~~ provide mitigation for reflective cracking prior to the placement of the final surface pavement. The mixture shall conform to the lines, grades, thicknesses, typical sections and cross sections shown on the Plans or established by the Engineer.

This section includes the requirements for Asphaltic Concrete Open Graded Crack Relief Interlayer mixtures regardless of the gradation of the aggregates, type and amount of bituminous material, or pavement use. Follow the requirements in Section 400, Section 402 and Section 828 for production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Acceptance of work is on a lot-to-lot basis according to the requirements of this Section, Section 400, Section 402 and Section 106.

415.1.01 Definitions

Asphaltic Concrete Open Graded Crack Relief Interlayer: an open graded mixture placed at a lift thickness that yields stone on stone contact that provides in-place air void content of 18 to 23 percent to mitigate existing cracking within asphaltic concrete pavements.

415.1.02 Related References

A. Standard Specifications

~~Section 106 – Control of Materials~~

~~Section 109 – Measurement and Payment~~

~~Section 152 – Field Laboratory Building~~

Section 400 – Hot Mix Asphaltic Concrete Construction

~~Section 402 – Hot Mix Recycled Asphaltic Concrete~~

Section 413—Bituminous Tack Coat

Section 800 – Coarse Aggregate

Section 802 - Aggregate for Asphaltic Concrete

Section 820 – Asphalt Cement

Section 828—Hot Mix Asphaltic Concrete Mixtures

Section 831 – Admixtures

Section 882 – Lime

Section 883 – Mineral Filler

B. Referenced Documents

AASHTO T 209

AASHTO T 202

AASHTO T 49

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

AASHTO T 315

Department of Transportation Standard Operating Procedure (SOP) 27

Department of Transportation Standard Operating Procedure (SOP) 15

Department of Transportation Standard Operation Procedure (SOP) 40

GDT 38

GDT 73

GDT 83

GDT 114

GDT 119

GDT 125

GDT 126

GSP 15

GSP 21

QPL 1

QPL 2

QPL 7

QPL 26

QPL 39

QPL 41

QPL 45

415.1.03 Submittals

A. Invoices

Furnish formal written invoices from a supplier for all materials used in production of HMA ~~when requested by~~
~~Department~~. Show the following on the Bill of Lading:

- Date shipped
- Quantity in tons (~~megagrams~~)
- Included with or without additives (for asphalt cement)

Purchase asphaltic cement directly from a supplier listed on Qualified Products List 7 and provide copies of Bill of Lading ~~at the Department's request~~.

~~B. Paving Plan~~

~~Before starting asphaltic concrete construction, submit a written paving plan to the Engineer for approval. Include the following on the paving plan:~~

- ~~• Proposed starting date~~
- ~~• Location of plant(s)~~
- ~~• Rate of production~~
- ~~• Average haul distance(s)~~
- ~~• Number of haul trucks~~
- ~~• Paver speed feet (meter)/minute for each placement operation~~
- ~~• Mat width for each placement operation~~
- ~~• Number and type of rollers for each placement operation~~

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

- ~~• Sketch of the typical section showing the paving sequence for each placement operation~~
- ~~• Electronic controls used for each placement operation~~
- ~~• Temporary pavement marking plan~~

~~If staged construction is designated in the Plans or contract, provide a paving plan for each construction stage.~~

~~If segregation is detected, submit a written plan of measures and actions to prevent segregation. Work will not continue until the plan is submitted to and approved by the Department.~~

C. Job Mix Formula

Submit to the Engineer a written job mix formula proposed for each mixture type to be used based on an approved mix design. Furnish the following information for each mix:

- Specific project for which the mixture will be used
- Source and description of the materials to be used
- Mixture I.D. Number
- Proportions of the raw materials to be combined in the paving mixture
- Single percentage of the combined mineral aggregates passing each specified sieve
- Single percentage of asphalt by weight of the total mix to be incorporated in the completed mixture
- Single temperature at which to discharge the mixture from the plant
- Theoretical specific gravity of the mixture at the designated asphalt content
- Name of the person or agency responsible for quality control of the mixture during production

~~Do the following to have the formulas approved in accordance with SOP 40 “Approval of Contractor Job Mix Formulas” and to ensure their quality.~~

- ~~1. Submit proposed job mix formulas for review at least two weeks before beginning the mixing operations.~~
- ~~2. Do not start hot mix asphaltic concrete work until the Engineer has approved a job mix formula for the mixture to be used. No mixture will be accepted until the Engineer has given approval.~~
- ~~3. Provide mix designs for all Asphaltic Concrete Open Graded Crack Relief Interlayer mixtures to be used.~~
- ~~4. After a job mix formula has been approved, assume responsibility for the quality control of the mixtures supplied to the Department according to Subsection 106.01, “Source of Supply and Quantity of Materials.”~~

~~D. Quality Control Program~~

~~Submit a Quality Control Plan to the Office of Materials and Testing for approval. The Quality Control Program will be included as part of the certification in the annual plant inspection report.~~

415.2 Materials

The requirements established in Section 400 are to be followed for Asphaltic Concrete Open Crack Relief Interlayer production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Ensure that materials comply with the specifications listed in Table 1.

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

Table 1—Materials Specifications

Material	Subsection
Asphalt Cement, Grade Specified	820.2
Coarse Aggregates for Asphaltic Concrete	802.2.02
Fine Aggregates for Asphaltic Concrete	802.2.01
Mineral Filler	883.1
Heat Stable Anti-Stripping Additive	831.2.04
Hydrated Lime	882.2.03
Silicone Fluid (When approved by the Office of Materials and Testing)	831.2.05
Bituminous Tack Coat: PG 58-22, PG 64-22, PG 67-22	820.2
Hot Mix Asphaltic Concrete Mixtures	828

415.2.01 Mix Design Requirements

The Open Graded Crack Relief Interlayer Mixture shall be formulated to contain approximately 18 to 23 percent in-place air voids after compaction. Use approved mixtures that meet the following mixture control tolerances and design criteria:

Table 2 – Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture Design and Control

Sieve Size	Mixture Control Tolerance, %	Design Gradation Limits, % Passing
		Open Graded Crack Relief Interlayer
3/4 in (19 mm) sieve	±0.0	100
1/2 in (12.5 mm) sieve	±6.1	80 - 100
3/8 in (9.5 mm) sieve	±5.6	40 - 65
No. 4 (4.75 mm) sieve	±5.7	10 - 25
No. 8 (2.36 mm) sieve	±4.6	2 - 10
No. 200 (75 µm) sieve	±2.0	2 - 5
Range for % AC	±0.4	4.50 – 5.25
Class of stone (Section 800)		"A" only
Drain-down (AASHTO T305), %		<0.3
Design optimum air voids (%)		20% ± 2%
Control Sieves used in Acceptance Schedule		3/8 in., No. 8 (9.5 mm, 2.36 mm) and Asphalt Cement

Notes:

1. Use only PG 64-22 or PG 67-22 asphalt cement (specified in Section 820).
2. Use no less than 1.0% hydrated lime regardless of aggregates group or source(s) used.
3. Ensure no more than 10 percent Recycled Asphalt Pavement (RAP) is used in Asphaltic Concrete Open Graded Interlayer mixtures.
4. Quality Acceptance Test Results for AC content deviating > ± 0.3 % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.
5. Range for % AC is Original Optimum AC (OOAC) at 25 blow Marshall prior to the Corrected Optimum

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

AC (COAC) calculation detailed in SOP 2 (Appendix D).

415.3 Construction Requirements

The requirements established in Section 400 are to be followed for asphaltic concrete mixture production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

~~415.3.01 Personnel~~

~~General Provisions 101 through 150.~~

415.3.02 Construction

Asphaltic concrete plants that produce mix for Department use are governed by Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia, Laboratory Standard Operating Procedure No. 27.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

- A. Apply a bituminous tack coat according to Section 413. The Engineer will determine the application rate, which must be within the limits of 0.06 gal/yd² to 0.10 gal/yd² (0.27 L/m² to 0.45 L/m²) **(residual asphalt cement)**.
- B. The mix shall be produced and placed at a temperature of 250°F with a tolerance of ± 20°F.
- C. Place the mix to a compacted lift thickness of 1-inch (25 mm). For construction purposes, the target thickness will be converted to spread rate based on the bulk specific gravity of the asphaltic concrete mixture being used as shown in the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t * G_{mb} * 46.8 \qquad \text{(Spread rate (kg/ m}^2\text{)} = t * G_{mb})$$

Where: t = Compacted lift thickness (inches, mm)
G_{mb}= bulk specific gravity of the mix from the approved mix design

The spread rate shall be controlled within 10 lbs/yd² (6 kg/m²).

- D. Do not place mix at air temperatures below 50 °F (10 °C).
- E. The mix shall be compacted in a manner to achieve 18 to 23 percent in-place air voids. Steel wheel rollers operating in static mode **only** will be used to seat the lift of Asphaltic Concrete Open Graded Crack Relief Interlayer mixture. Pneumatic tire rollers shall not be allowed on the Asphaltic Concrete Open Graded Crack Relief Interlayer mat.

~~415.4. Measurement~~

~~Asphaltic Concrete Open Graded Crack Relief Interlayer mixture, complete, in place and accepted, is measured in tons (megagrams). If the spread rate exceeds the upper limits outlined in Subsection 415.3.02.C by > 15 lbs/yd², the mix in excess will not be paid for. If the rate of the spread is ≤ 10 lbs/yd² than the lower limit, the deficient course is subject to correction by overlaying the entire lot. The mixture used for correcting deficient areas is paid for at the Contract Unit Price of the course being corrected and is subject to mixture control requirements established in Table 2—Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture Design and Control. After the deficient course has been corrected, the total spread rate for that lot is recalculated, and the mix in excess of the upper limits outlined in Subsection 415.3.02.C will not be paid for.~~

~~415.5 Payment~~

~~Asphaltic Concrete Open Graded Crack Relief Interlayer mix is paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing and placing materials including asphalt cement, hydrated lime, approved additives, and for cleaning and repairing, preparing surfaces, hauling, mixing, spreading, rolling, and performing other operations to complete the Contract Item.~~

~~Payment will be made under:~~

Item No. 415	Asphaltic Concrete Open Graded Crack Relief Interlayer, group blend, including bituminous materials and hydrated lime	Per ton (megagram)
-------------------------	--	-------------------------------

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

415.5.01 Adjustments

A. Materials Produced and Placed During the Adjustment Period

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

Asphaltic Concrete Open Graded Crack Relief Interlayer shall be granted an adjustment period for the first Lot or day, whichever is less, produced for the Contract. A new adjustment period shall not be granted for a change of producer, mix design or asphalt plant location. The adjustment period is provided to adjust or correct the mix and to establish the construction procedures and sequence of operations. Test the mixture in accordance with Section 400.3.06. Maintain the asphalt cement content and gradation within the limits provided in Table 2 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control. The Engineer will not use these test results in the acceptance for payment decision but production and placement operations shall cease for failure to meet mixture control tolerances established in Table 2 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control.

415.5.02 Determine Lot Acceptance

The Engineer will accept the mixture based on visual inspection. The mixture shall be inspected for texture, segregation, bleeding, fat spots, raveling, delamination, tearing, targeted in-place air void content and slippage areas. Remove and replace any areas determined to be unacceptable to the Engineer.

~~Office of Materials and Testing~~

ADDENDUM #1
April 10, 2025

PROJECT: **2025 Road Resurfacing Improvements**

OWNER: City of Flowery Branch

BID DATE: Thursday, April 17, 2025 at 1:30 P.M.

The Bidder is hereby provided the following information:

1. MISCELLANEOUS

- a. No railroad permits or railroad insurance will be required as part of this project. The Contractor shall end paving at the existing extents of the paved railroad apron.
- b. Tripod mounted signs will be acceptable for this contract and shall be installed and maintained in accordance with MUTCD/GDOT guidelines and requirements for the duration of the project.
- c. Striping tape is acceptable for use as temporary striping. Contractor is responsible for maintaining temporary striping at all times prior to final striping installation.
- d. Paving fabric is not required for this contract.

2. CONTRACT DOCUMENTS, SECTION 00410 – BID FORM

- a. To eliminate confusion, the descriptor “110 lb/sy per inch” has been removed from the asphalt items in the Bid Form. The thicknesses of the proposed asphalt courses shall be as specified on the plans (e.g. 1.5” 9.5mm “Type II” asphalt) and shall comply with the minimum/maximum lift thicknesses per latest GDOT specifications.

3. CONSTRUCTION PLANS, SHEET C1.0

- a. Sheet C1.0 has been revised (see attached). An additional pavement section has been added to clarify the improvements on Radford Road.

All bidders shall acknowledge receipt of all addenda issued where indicated on the bid sheets. (Section 00410 – Bid Form, Page 2)

ATTENTION

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED WHERE INDICATED ON THE BID SHEETS. (SECTION 00410 – BID FORM, PAGE 2)

BIDDERS ARE ADVISED THAT IT IS THEIR RESPONSIBILITY TO VERIFY THAT ANY AND ALL ADDENDA HAVE BEEN RECEIVED PRIOR TO SUBMISSION OF THEIR BID. IN CASE ANY BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF ANY SUCH ADDENDA IN THE SPACE PROVIDED ON THE BID FORM, THE BID WILL NEVERTHELESS BE CONSTRUED AS THOUGH THE BIDDER HAS RECEIVED AND ACKNOWLEDGED ALL SUCH ADDENDA, AND THE SUBMISSION OF THE BID WILL CONSTITUTE ACKNOWLEDGEMENT AND RECEIPT OF THE SAME.

END ADDENDUM

**SECTION 00410
BID FORM**

PROJECT IDENTIFICATION:

2025 Road Resurfacing Improvements

CONTRACT IDENTIFICATION AND NUMBER:

F0002.022

THIS BID IS SUBMITTED TO:

City of Flowery Branch
5410 Pine St
Flowery Branch, GA 30542

THIS BID IS SUBMITTED FROM:

Bidder: _____

Address: _____

Phone: _____

State of Georgia Business License No.: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

(d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said

Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

(h) Bidder agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the Owner.

(i) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below:

A) BASE BID: 2025 ROAD RESURFACING IMPROVEMENTS

BID FORM BEGINS ON PAGE 4

BID FORM: 2025 ROAD RESURFACING IMPROVEMENTS

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
100	34,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement		
101	100	TN	Recycled Asphalt Leveling Course		
102	2,600	TN	9.5mm "Type II" Asphalt Overlay		
103	850	TN	12.5mm Asphalt Overlay		
104	115	TN	19mm Asphalt Binder Course		
105	40	TN	Open Graded Interlayer (OGI) Asphalt		
106	9	EA	Speed Bump Installation		
107	29,500	LF	Traffic Stripe, Yellow/White High-Build Paint		
108	160	LF	Stop Bar, 24" - White High-Build Paint		
109	250	SY	Median Hatching - White High-Build Paint		
110	130	SY	Pedestrian Crosswalk, 8" - White High-Build Paint		
111	1	EA	Railroad Crossing Marking		
112	28	EA	Pavement Marking Arrow - White High-Build Paint		
113	1	LS	Traffic Control		
114	1	LS	Supplementary Work Allowance	\$50,000.00	
BID TOTAL:					

Bidder agrees to furnish all labor, materials, and equipment necessary to construct the **2025 Road Resurfacing Improvements** for the City of Flowery Branch for the sum of:

_____ Dollars
 (\$_____).

6. Bidder agrees that the Work will be substantially complete and ready for final payment in accordance with the completion time/dates provided in the Contract and any Addenda.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
8. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of 5% of the Bid Total Price.
9. The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
10. Communications concerning this Bid shall be addressed to:
ESG Engineering, LLC
6400 Peake Rd
Macon, GA 31210
Attn: Margaret Hildebrand
mhildebrand@esgengineering.com
11. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 20____.

BIDDER: _____

BY: _____

TITLE: _____

STATE CONTRACTOR

LICENSE NO: _____

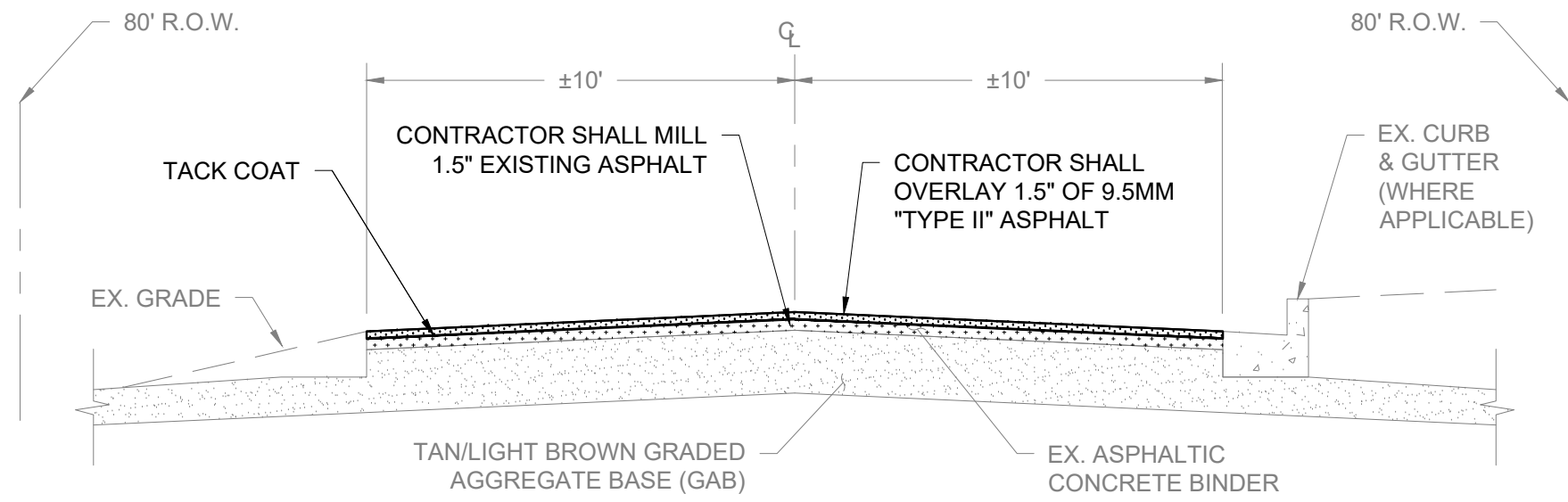
ADDRESS: _____

PHONE: _____

Seal: (if bid by a Corporation)

END OF SECTION

Last Saved By: Taustin
Drawing Path: \\ESG-ENGDATA\\Eng\\Projects\\F0002 - FLOWERY BRANCH, CITY OF\\F0002.022 - 2025 Road Resurfacing Improvements\\CAD\\Base\\C-PROP-BASE (FB 2025 Paving).dwg
Plotted: 4/10/2025 4:14 PM



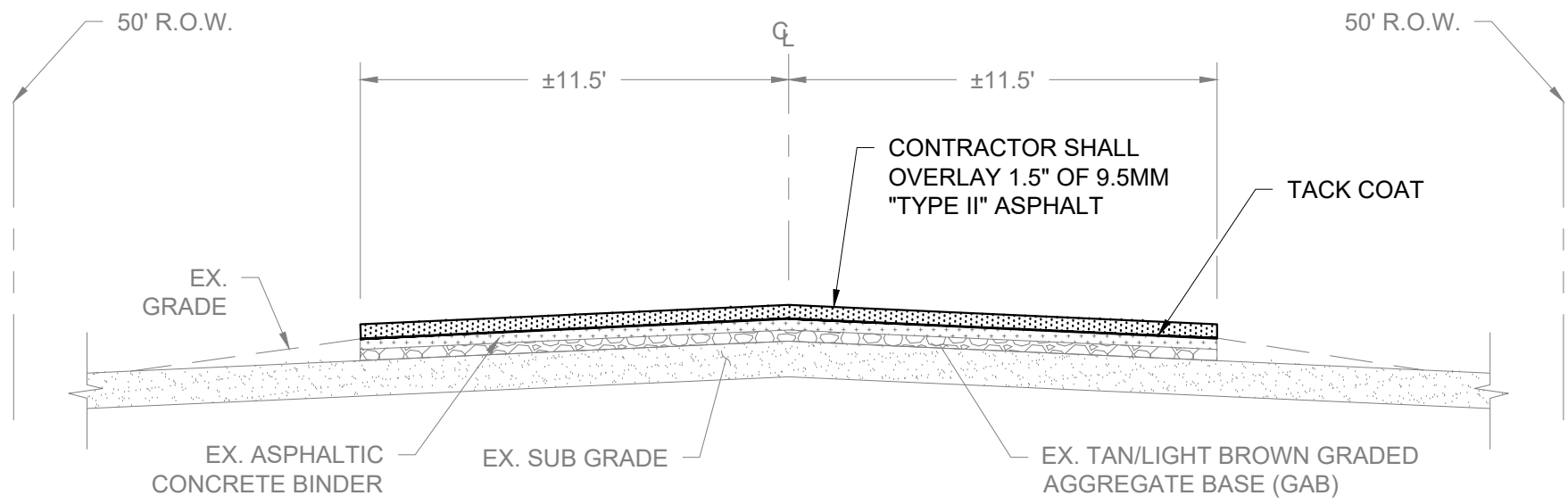
RADFORD ROAD (1) PROPOSED PAVEMENT SECTION (MILLING)
N.T.S.



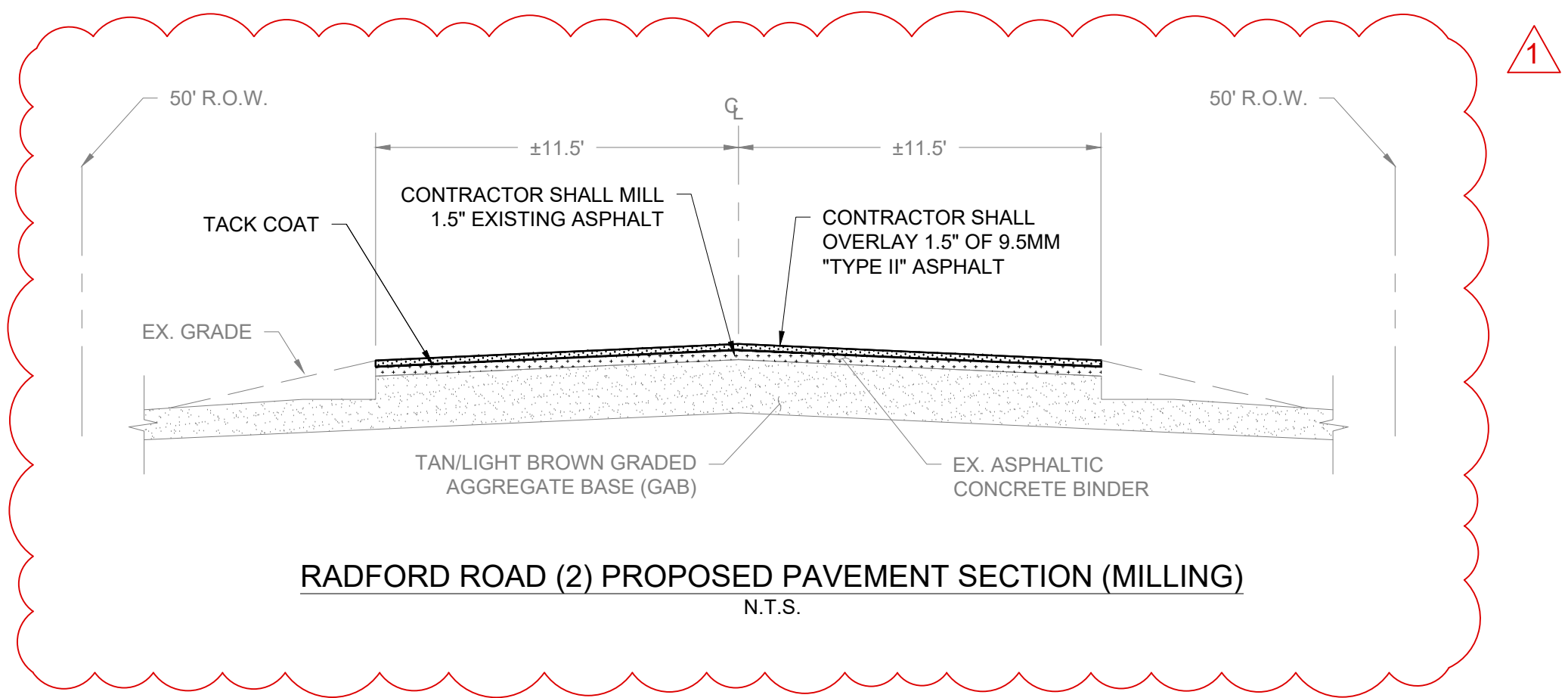
RADFORD ROAD SITE PLAN (1)
SCALE: 1" = 50'



RADFORD ROAD SITE PLAN (2)
SCALE: 1" = 60'



RADFORD ROAD (2) PROPOSED PAVEMENT SECTION (NO MILLING)
N.T.S.



RADFORD ROAD (2) PROPOSED PAVEMENT SECTION (MILLING)
N.T.S.

ESG ENGINEERING



6400 Peake Rd
Macon, GA 31210
Ph: (478) 474-4996
Fax: (478) 474-5045

2025 ROAD RESURFACING
IMPROVEMENTS

FOR THE
CITY OF FLOWERY BRANCH

NO.	REVISIONS	DATE
1	REISSUED SHEET C1.0	04/2025

BID SET



DRAWN BY: TMA
CHECKED BY: ADS
DATE: APR 2025
SCALE: AS NOTED

CONTENT:
RADFORD ROAD
PAVING PLAN

SHEET NO:

C1.0



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of Award for the McEver Road & Gaines Ferry Road Roundabout Project

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

The City observed poor, ongoing traffic conditions at the intersection of McEver Road and Gaines Ferry Road and subsequently engaged ESG Engineering to design a round-a-bout construction project to improve the intersection. After performing a traffic study and obtaining survey data, ESG Engineering designed and specified the road construction improvements and associated utility relocation and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on April 17, 2025. A total of nine (9) responsive bids were received. Wilson Construction Management was the low bidder with a total bid amount of \$3,053,957.

FACTS AND ISSUES:

ESG Engineering recommends awarding the project to the low bidder, Wilson Construction Management, at the low bid price of \$3,053,957.

The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to Wilson Construction Management, ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction.

OPTIONS:

1) Award the Contract or 2) Do Not Award the Contract

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

SPLOST Fund and Local Resources Fund

RECOMMENDATION:

To award a construction contract for the McEver Road and Gaines Ferry Road roundabout project to a responsible, responsive bidder.

SAMPLE MOTION:

I make a motion to award the McEver Road & Gaines Ferry Road Roundabout Project contract to the low bidder, Wilson Construction Management, in an amount not to exceed \$3,053,957.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Award for Roundabout McEver Gaines Ferry.pdf](#)
- [Bid Tabulation - FB Round-A-Bout.pdf](#)
- [00621 Notice of Award.pdf](#)



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Recommendation of Award for the McEver Road & Gaines Ferry Road Roundabout Project

DATE: May 15, 2025

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**

BUDGET INFORMATION:
ANNUAL-
CAPITAL- \$3,053,957.00

☐ **STATUS REPORT**
☐ **OTHER**

COUNCIL ACTION REQUESTED ON: May 15, 2025

PURPOSE: To award a construction contract for the McEver Road and Gaines Ferry Road roundabout project to a responsible, responsive bidder.

HISTORY: The City observed poor, ongoing traffic conditions at the intersection of McEver Road and Gaines Ferry Road and subsequently engaged ESG Engineering to design a round-a-bout construction project to improve the intersection. After performing a traffic study and obtaining survey data, ESG Engineering designed and specified the road construction improvements and associated utility relocation and provided a contract to procure a qualified contractor for constructing the project. Bids were publicly advertised in accordance with State law, and bids were opened at City Hall on April 17, 2025. A total of nine (9) responsive bids were received. Wilson Construction Management was the low bidder with a total bid amount of \$3,053,957.

FACTS AND ISSUES: ESG Engineering recommends awarding the project to the low bidder, Wilson Construction Management, at the low bid price of \$3,053,957.

The contract Notice of Award is provided for approval by Council. Should Council approve and award the project to Wilson Construction Management, ESG Engineering will engage the contractor to sign contract documents and subsequently proceed with construction.

OPTIONS: 1) Award the Contract or 2) Do Not Award the Contract

RECOMMENDED SAMPLE MOTION: I make a motion to award the McEver Road & Gaines Ferry Road Roundabout Project contract to the low bidder, Wilson Construction Management, in an amount not to exceed \$3,053,957.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

BID TABULATION FOR ALL BIDS
RECEIVED AT THE CITY OF FLOWERY BRANCH
ON THURSDAY, APRIL 17, 2025 AT 2:00 PM

ESG Engineering
6400 Peake Road
Macon, Georgia 31210

PROJECT:
McEver Road & Gaines Ferry Rd Round-a-Boul
Project #F0002.006

BIDDERS:

Wilson Construction Management 6365 McDonough Drive Norcross, GA 30093	Backbone Infrastructure LLC 4805 Westoak Ct Buford, GA 30518	Azimuth Contractors LLC 5645 Enfield Way Suwanee, GA 30024	Ohmshiv Construction LLC 805 Progress Ct, Suite A Lawrenceville, GA 30043	Vertical Earth Inc 6025 Matt Highway Cumming, GA 30028	Summit Construction & Developm 2108 Bentley Drive Stone Mountain, GA 30087	E.R. Snell Contractor Inc 1785 Oak Road Snellville, GA 30078	Triscapes LLC 1595 Peachtree Parkway, STE 204- Cumming, GA 30041	Georgia Paving 3625 Buford Highway Duluth, GA 30096
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A. BASE BID

ITEM NO.	QTY.	UNIT	DESCRIPTION	PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1.25	AC	Clearing & Grubbing	\$ 38,280.00	\$ 47,850.00	\$ 55,000.00	\$ 68,750.00	\$ 22,000.00	\$ 27,500.00	\$ 42,500.00	\$ 53,125.00	\$ 32,448.00	\$ 40,560.00	\$ 30,000.00	\$ 37,500.00	\$ 59,300.00	\$ 74,125.00	\$ 156,150.00	\$ 195,187.50	\$ 144,955.81	\$ 181,194.76
2	1	LS	Demolition Complete	\$246,791.00	\$ 246,791.00	\$413,279.00	\$ 413,279.00	\$619,383.92	\$ 619,383.92	\$ 651,262.00	\$651,262.00	\$ 427,921.91	\$427,921.91	\$ 352,048.61	\$ 352,048.61	\$ 388,700.00	\$ 388,700.00	\$ 191,428.00	\$ 191,428.00	\$ 27,288.75	\$ 27,288.75
3	2700	CY	Grading - Move Material on Site	\$ 15.00	\$ 40,500.00	\$ 14.00	\$ 37,800.00	\$ 15.99	\$ 43,173.00	\$ 4.00	\$ 10,800.00	\$ 23.52	\$ 63,504.00	\$ 11.50	\$ 31,050.00	\$ 25.25	\$ 68,175.00	\$ 37.50	\$ 101,250.00	\$ 103.17	\$ 278,559.00
4	4000	CY	Grading - Import Fill Material	\$ 15.00	\$ 60,000.00	\$ 30.00	\$ 120,000.00	\$ 25.49	\$ 101,960.00	\$ 4.00	\$ 16,000.00	\$ 26.51	\$106,040.00	\$ 20.00	\$ 80,000.00	\$ 31.50	\$ 126,000.00	\$ 61.88	\$ 247,520.00	\$ 124.67	\$ 498,680.00
5	1600	CY	Graded Aggregate Base (GAB) Course	\$ 78.00	\$ 124,800.00	\$ 72.00	\$ 115,200.00	\$ 35.00	\$ 56,000.00	\$ 12.00	\$ 19,200.00	\$ 75.64	\$121,024.00	\$ 64.00	\$ 102,400.00	\$ 101.00	\$ 161,600.00	\$ 72.00	\$ 115,200.00	\$ 39.20	\$ 62,720.00
6	1900	TN	25mm Base Course	\$ 104.00	\$ 197,600.00	\$ 104.00	\$ 197,600.00	\$ 104.00	\$ 197,600.00	\$ 105.00	\$199,500.00	\$ 128.31	\$243,789.00	\$ 130.00	\$ 247,000.00	\$ 104.00	\$ 197,600.00	\$ 178.39	\$ 338,941.00	\$ 128.54	\$ 244,226.00
7	800	TN	19mm Binder Course	\$ 119.00	\$ 95,200.00	\$ 119.00	\$ 95,200.00	\$ 119.00	\$ 95,200.00	\$ 120.00	\$ 96,000.00	\$ 136.53	\$109,224.00	\$ 130.00	\$ 104,000.00	\$ 120.00	\$ 96,000.00	\$ 197.05	\$ 157,640.00	\$ 139.79	\$ 111,832.00
8	1200	TN	12.5mm Polymer Modified Surface Course	\$ 119.00	\$ 142,800.00	\$ 119.00	\$ 142,800.00	\$ 119.00	\$ 142,800.00	\$ 120.00	\$144,000.00	\$ 165.61	\$198,732.00	\$ 125.00	\$ 150,000.00	\$ 119.00	\$ 142,800.00	\$ 208.14	\$ 249,768.00	\$ 173.71	\$ 208,452.00
9	3500	TN	Asphalt Leveling Course	\$ 125.00	\$ 437,500.00	\$ 125.00	\$ 437,500.00	\$ 125.00	\$ 437,500.00	\$ 125.00	\$437,500.00	\$ 153.08	\$535,780.00	\$ 135.00	\$ 472,500.00	\$ 114.00	\$ 399,000.00	\$ 184.38	\$ 645,330.00	\$ 166.63	\$ 583,205.00
10	130	SY	Pavement Repair Patch (incl. GAB & 3" 19mm Binder Course)	\$ 141.00	\$ 18,330.00	\$ 161.00	\$ 20,930.00	\$ 141.00	\$ 18,330.00	\$ 142.00	\$ 18,460.00	\$ 222.52	\$ 28,927.60	\$ 60.00	\$ 7,800.00	\$ 142.00	\$ 18,460.00	\$ 71.05	\$ 9,236.50	\$ 29.53	\$ 3,838.90
11	190	SY	8" Concrete Driveway (incl. 4" GAB)	\$ 87.00	\$ 16,530.00	\$ 100.00	\$ 19,000.00	\$ 79.81	\$ 15,163.90	\$ 80.00	\$ 15,200.00	\$ 94.79	\$ 18,010.10	\$ 94.00	\$ 17,860.00	\$ 92.75	\$ 17,622.50	\$ 235.46	\$ 44,737.40	\$ 128.07	\$ 24,333.30
12	460	SY	10" "Class A" Concrete Center Island (Federal Standard 30152 "Red-Orange" dyed & stamped concrete w/ brick pattern)	\$ 177.00	\$ 81,420.00	\$ 124.00	\$ 57,040.00	\$ 140.00	\$ 64,400.00	\$ 175.00	\$ 80,500.00	\$ 187.68	\$ 86,332.80	\$ 240.00	\$ 110,400.00	\$ 252.00	\$ 115,920.00	\$ 322.54	\$ 148,368.40	\$ 249.18	\$ 114,622.80
13	450	SY	Monolithic Concrete Median w/ GDOT "Type 7" Curb Face	\$ 75.00	\$ 33,750.00	\$ 80.00	\$ 36,000.00	\$ 57.52	\$ 25,884.00	\$ 85.00	\$ 38,250.00	\$ 65.88	\$ 29,646.00	\$ 84.00	\$ 37,800.00	\$ 96.75	\$ 43,537.50	\$ 169.56	\$ 76,302.00	\$ 26.40	\$ 11,880.00
14	3000	LF	2'-0" Concrete Curb & Gutter w/ GDOT "Type 2" Curb Face	\$ 25.00	\$ 75,000.00	\$ 24.00	\$ 72,000.00	\$ 15.15	\$ 45,450.00	\$ 25.00	\$ 75,000.00	\$ 21.79	\$ 65,370.00	\$ 28.00	\$ 84,000.00	\$ 30.00	\$ 90,000.00	\$ 27.35	\$ 82,050.00	\$ 29.72	\$ 89,160.00
15	1360	SY	4" Concrete Sidewalk (incl. 6" GAB)	\$ 55.00	\$ 74,800.00	\$ 52.00	\$ 70,720.00	\$ 56.93	\$ 77,424.80	\$ 55.00	\$ 74,800.00	\$ 65.55	\$ 89,148.00	\$ 70.00	\$ 95,200.00	\$ 80.00	\$ 108,800.00	\$ 126.27	\$ 171,727.20	\$ 76.73	\$ 104,352.80
16	40	SY	ADA Ramp (incl. Tread Pads)	\$ 175.00	\$ 7,000.00	\$ 95.00	\$ 3,800.00	\$ 69.39	\$ 2,775.60	\$ 1,850.00	\$ 74,000.00	\$ 141.64	\$ 5,665.60	\$ 94.00	\$ 3,760.00	\$ 252.00	\$ 10,080.00	\$ 76.88	\$ 3,075.20	\$ 238.11	\$ 9,524.40
17	360	LF	Handrail for Sidewalks	\$ 58.00	\$ 20,880.00	\$ 58.00	\$ 20,880.00	\$ 58.00	\$ 20,880.00	\$ 100.00	\$ 36,000.00	\$ 65.91	\$ 23,727.60	\$ 84.00	\$ 30,240.00	\$ 64.25	\$ 23,130.00	\$ 144.00	\$ 51,840.00	\$ 45.70	\$ 16,452.00
18	5	EA	Conc. Drainage Flume & Trench Cover	\$ 4,900.00	\$ 24,500.00	\$ 1,650.00	\$ 8,250.00	\$ 2,812.57	\$ 14,062.85	\$ 3,000.00	\$ 15,000.00	\$ 3,042.00	\$ 15,210.00	\$ 3,500.00	\$ 17,500.00	\$ 1,660.00	\$ 8,300.00	\$ 3,562.50	\$ 17,812.50	\$ 2,777.52	\$ 13,887.60
19	10	EA	Precast Storm Catch Basin (GDOT 1033D)	\$ 4,671.00	\$ 46,710.00	\$ 4,500.00	\$ 45,000.00	\$ 3,854.85	\$ 38,548.50	\$ 7,000.00	\$ 70,000.00	\$ 8,132.75	\$ 81,327.50	\$ 5,000.00	\$ 50,000.00	\$ 5,590.00	\$ 55,900.00	\$ 3,450.00	\$ 34,500.00	\$ 7,115.65	\$ 71,156.50
20	2	EA	Precast Storm Catch Basin (GDOT 1034D)	\$ 6,375.00	\$ 12,750.00	\$ 4,500.00	\$ 9,000.00	\$ 3,499.83	\$ 6,999.66	\$ 6,250.00	\$ 12,500.00	\$ 8,135.26	\$ 16,270.52	\$ 5,000.00	\$ 10,000.00	\$ 6,560.00	\$ 13,120.00	\$ 4,312.50	\$ 8,625.00	\$ 7,142.54	\$ 14,285.08
21	1	EA	Precast Storm Inlet (GDOT 1019A)	\$ 4,019.00	\$ 4,019.00	\$ 4,200.00	\$ 4,200.00	\$ 3,404.72	\$ 3,404.72	\$ 6,000.00	\$ 6,000.00	\$ 5,874.85	\$ 5,874.85	\$ 4,000.00	\$ 4,000.00	\$ 3,910.00	\$ 3,910.00	\$ 4,350.00	\$ 4,350.00	\$ 5,012.23	\$ 5,012.23
22	1	EA	Precast Storm Junction Box (GDOT 1011AP)	\$ 4,969.00	\$ 4,969.00	\$ 3,200.00	\$ 3,200.00	\$ 2,627.55	\$ 2,627.55	\$ 6,000.00	\$ 6,000.00	\$ 5,126.60	\$ 5,126.60	\$ 4,000.00	\$ 4,000.00	\$ 7,610.00	\$ 7,610.00	\$ 5,625.00	\$ 5,625.00	\$ 5,538.93	\$ 5,538.93
23	686	LF	15" RCP Storm Pipe	\$ 69.00	\$ 47,334.00	\$ 56.00	\$ 38,416.00	\$ 55.62	\$ 38,155.32	\$ 80.00	\$ 54,880.00	\$ 59.85	\$ 41,057.10	\$ 80.00	\$ 54,880.00	\$ 105.00	\$ 72,030.00	\$ 68.25	\$ 46,819.50	\$ 80.92	\$ 55,511.12
24	20	LF	18" RCP Storm Pipe	\$ 107.00	\$ 2,140.00	\$ 60.00	\$ 1,200.00	\$ 54.28	\$ 1,085.60	\$ 90.00	\$ 1,800.00	\$ 88.12	\$ 1,762.40	\$ 88.00	\$ 1,760.00	\$ 271.00	\$ 5,420.00	\$ 113.63	\$ 2,272.60	\$ 107.08	\$ 2,141.60
25	80	LF	24" RCP Storm Pipe	\$ 78.00	\$ 6,240.00	\$ 80.00	\$ 6,400.00	\$ 70.44	\$ 5,635.20	\$ 115.00	\$ 9,200.00	\$ 113.09	\$ 9,047.20	\$ 140.00	\$ 11,200.00	\$ 121.00	\$ 9,680.00	\$ 153.00	\$ 12,240.00	\$ 105.82	\$ 8,465.60
26	20	LF	72" CMP Storm Pipe Extension	\$ 730.00	\$ 14,600.00	\$ 220.00	\$ 4,400.00	\$ 231.89	\$ 4,637.80	\$ 500.00	\$ 10,000.00	\$ 629.35	\$ 12,587.00	\$ 550.00	\$ 11,000.00	\$ 658.00	\$ 13,160.00	\$ 393.75	\$ 7,875.00	\$ 805.45	\$ 16,109.00
27	3	EA	15" Precast Flared End Section	\$ 1,235.00	\$ 3,705.00	\$ 950.00	\$ 2,850.00	\$ 1,401.47	\$ 4,204.41	\$ 1,550.00	\$ 4,650.00	\$ 1,781.38	\$ 5,344.14	\$ 1,800.00	\$ 5,400.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 264.45	\$ 793.35
28	1	EA	18" Precast Headwall	\$ 1,740.00	\$ 1,740.00	\$ 1,250.00	\$ 1,250.00	\$ 1,369.73	\$ 1,369.73	\$ 1,650.00	\$ 1,650.00	\$ 1,954.22	\$ 1,954.22	\$ 1,850.00	\$ 1,850.00	\$ 17,700.00	\$ 17,700.00	\$ 2,362.50	\$ 2,362.50	\$ 2,567.35	

52	4	EA	Cut & Cap Ex. Water Main	\$ 2,000.00	\$ 8,000.00	\$ 7,000.00	\$ 28,000.00	\$ 6,500.00	\$ 26,000.00	\$ 6,250.00	\$ 25,000.00	\$ 2,611.05	\$ 10,444.20	\$ 1,500.00	\$ 6,000.00	\$ 4,500.00	\$ 18,000.00	\$ 1,500.00	\$ 6,000.00	\$ 10,915.50	\$ 43,662.00
53	650	LF	2" HDPE Electrical Conduit (trenched or directional drilled)	\$ 24.00	\$ 15,600.00	\$ 18.00	\$ 11,700.00	\$ 16.00	\$ 10,400.00	\$ 16.50	\$ 10,725.00	\$ 24.34	\$ 15,821.00	\$ 16.00	\$ 10,400.00	\$ 18.00	\$ 11,700.00	\$ 60.00	\$ 39,000.00	\$ 63.98	\$ 41,587.00
54	1	LS	Landscaping Island - Wall & Sign (incl. all demolition, earthwork, drainage, footers, reinforcement, stone/block, lettering, hardware, etc. - See Section 1025 for full extents of pay item)	\$ 92,859.00	\$ 92,859.00	\$ 45,000.00	\$ 45,000.00	\$ 71,000.00	\$ 71,000.00	\$ 40,000.00	\$ 40,000.00	\$ 160,465.50	\$160,465.50	\$ 86,600.00	\$ 86,600.00	\$ 175,400.00	\$ 175,400.00	\$ 95,400.00	\$ 95,400.00	\$ 41,115.07	\$ 41,115.07
55	1	LS	Landscaping Island - Irrigation System (incl. but not limited to tapping saddle, piping, 1.5" meter, backflow, valves, boxes, and rotors/sprayheads)	\$ 6,000.00	\$ 6,000.00	\$ 12,500.00	\$ 12,500.00	\$ 35,000.00	\$ 35,000.00	\$ 27,500.00	\$ 27,500.00	\$ 4,097.20	\$ 4,097.20	\$ 6,500.00	\$ 6,500.00	\$ 33,200.00	\$ 33,200.00	\$ 4,040.63	\$ 4,040.63	\$ 5,780.84	\$ 5,780.84
56	1	LS	Landscaping Island - Shrubs/Grassing	\$ 5,395.00	\$ 5,395.00	\$ 15,620.00	\$ 15,620.00	\$ 5,688.76	\$ 5,688.76	\$ 12,500.00	\$ 12,500.00	\$ 6,198.08	\$ 6,198.08	\$ 21,260.00	\$ 21,260.00	\$ 8,960.00	\$ 8,960.00	\$ 6,112.91	\$ 6,112.91	\$ 27,602.57	\$ 27,602.57
57	2	EA	Relocate Existing Commercial Sign	\$ 150.00	\$ 300.00	\$ 1,500.00	\$ 3,000.00	\$ 2,430.47	\$ 4,860.94	\$ 2,000.00	\$ 4,000.00	\$ 550.00	\$ 1,100.00	\$ 350.00	\$ 700.00	\$ 11,100.00	\$ 22,200.00	\$ 4,500.00	\$ 9,000.00	\$ 4,087.29	\$ 8,174.58
58	130	LF	Replace Existing Fence (match existing type/style, material, & color)	\$ 42.00	\$ 5,460.00	\$ 45.00	\$ 5,850.00	\$ 42.00	\$ 5,460.00	\$ 50.00	\$ 6,500.00	\$ 40.56	\$ 5,272.80	\$ 50.00	\$ 6,500.00	\$ 46.50	\$ 6,045.00	\$ 75.00	\$ 9,750.00	\$ 8,160.77	\$ 1,060,900.10
59	1	LS	Replace Existing Commercial Landscaping & Features	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,522.07	\$ 17,522.07	\$ 12,500.00	\$ 12,500.00	\$ 22,418.02	\$ 22,418.02	\$ 35,000.00	\$ 35,000.00	\$ 32,500.00	\$ 32,500.00	\$ 22,109.97	\$ 22,109.97	\$ 9,868.13	\$ 9,868.13
60	1	LS	Sodding	\$ 12,066.00	\$ 12,066.00	\$ 40,000.00	\$ 40,000.00	\$ 14,360.89	\$ 14,360.89	\$ 50,000.00	\$ 50,000.00	\$ 4,056.00	\$ 4,056.00	\$ 1,350.00	\$ 1,350.00	\$ 27,500.00	\$ 27,500.00	\$ 1,118.89	\$ 1,118.89	\$ 45,562.36	\$ 45,562.36
61	1	LS	Erosion Control	\$ 38,451.00	\$ 38,451.00	\$ 85,360.00	\$ 85,360.00	\$ 76,627.62	\$ 76,627.62	\$ 5,000.00	\$ 5,000.00	\$ 43,265.00	\$ 43,265.00	\$ 85,000.00	\$ 85,000.00	\$ 137,100.00	\$ 137,100.00	\$ 156,148.00	\$ 156,148.00	\$ 71,046.23	\$ 71,046.23
62	1	LS	Traffic Control	\$398,524.00	\$ 398,524.00	\$254,690.00	\$ 254,690.00	\$170,330.68	\$ 170,330.68	\$ 250,000.00	\$250,000.00	\$ 139,740.91	\$139,740.91	\$ 482,610.00	\$ 482,610.00	\$ 75,500.00	\$ 75,500.00	\$ 167,428.00	\$ 167,428.00	\$ 232,589.41	\$ 232,589.41
63	1	LS	Temporary Traffic Signal Relocation	\$120,000.00	\$ 120,000.00	\$ 25,000.00	\$ 25,000.00	\$105,910.45	\$ 105,910.45	\$ 65,000.00	\$ 65,000.00	\$ 64,802.71	\$ 64,802.71	\$ 25,000.00	\$ 25,000.00	\$ 28,300.00	\$ 28,300.00	\$ 90,000.00	\$ 90,000.00	\$ 85,695.00	\$ 85,695.00
64	1	LS	Decorative Street Lighting Allowance (incl. all costs to install conductors, bases, poles, fixtures, and fees associated with establishing service)	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
65	1	LS	Supplemental Work Allowance	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
TOTAL BASE BID				\$ 3,053,957.00	\$ 3,053,957.00	\$ 3,070,963.00	\$ 3,070,963.00	\$ 3,106,643.20	\$ 3,106,643.20	\$ 3,172,717.00	\$ 3,172,717.00	\$ 3,341,553.46	\$ 3,341,553.46	\$ 3,365,978.21	\$ 3,365,978.21	\$ 3,426,530.00	\$ 3,426,530.00	\$ 4,094,897.20	\$ 4,094,897.20	\$ 4,957,690.68	\$ 4,957,690.68

*Due to Multiplication and Transcription errors, Georgia Paving's base bid changed from \$3,984,527.18 to \$4,957,690.68

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on April 17, 2025.



Andrew Swicegood, PE

**SECTION 00621
NOTICE OF AWARD**

PROJECT IDENTIFICATION:

McEver Road & Gaines Ferry Road Round-a-Bout

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated April 17, 2025, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Three Million Fifty Three Thousand, Nine Hundred Fifty Seven and 00/100Dollars (3,053,957.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20__.

City of Flowery Branch
OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
Wilson Construction Management this ____ day of _____, 20__.
(Contractor)

By: _____

Title: _____



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Awarding Contract for 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

The City of Flowery Branch sought bids for contractual services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

The City of Flowery Branch has access to two landfills, one of which is located in Buford and the other in Ball Ground, Georgia. On average, the Wastewater Treatment Plant produces about four (4) 20-yard cans of sludge per week; that of which we divide between both landfills.

FACTS AND ISSUES:

Our current vendor does not have the man power to transport to Ball Ground. The lack of man power has caused the City to be unable to have cans transported to the Ball Ground location and back in a timely manner.

The bid was posted February 19, 2025 with a mandatory pre-bid meeting held on March 18, 2025. During this meeting the manager of Public Utilities allowed interested bidders to do a site evaluation so they could gain more information and inspect the site for any minor tasks that may need to be done prior to commencement. Bids were due April 8, 2025 and the City received three (3) bids.

The three bids received were from the following vendors: Republic Services, LLC., Waste Eliminator, LLC., and WG Waste, LLC.

Republic Services, LLC. is the lowest bidder for a total of \$54,080.00

OPTIONS:

1) Award the contract to Republic Services, LLC for services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

2) Do not award the contract to Republic Services, LLC

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

54080.00

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to award Bid 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC in the amount of \$54,080.00.

COLLABORATING DEPARTMENT:

DEPARTMENT: Public Utilities

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary for Dewatered Sludge and Waste Removal Services.pdf](#)
- [25-008 Bid Tabulation.pdf](#)
- [25-008 Republic Services.pdf](#)
- [25-008 Dewatered Sludge and Waste Removal Contract.pdf - NOT COMPLETED](#)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: CONSIDER AWARDING CONTRACT FOR 25-008 DEWATERED SLUDGE AND WASTE REMOVAL TO REPUBLIC SERVICES, LLC

DATE: MAY 15, 2025

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$54,080.00

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: MAY 15, 2025

PURPOSE: The Purpose of this agenda item is to help lower operating costs at the City's Wastewater Treatment Plant. Dewatered sludge and waste (Screens and Grit) is one of the biggest budget items to operate the plant.

HISTORY: The City of Flowery Branch sought bids for contractual services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

The City of Flowery Branch has access to two landfills, one of which is located in Buford and the other in Ball Ground, Georgia. On average, the Wastewater Treatment Plant produces about four (4) 20-yard cans of sludge per week; that of which we divide between both landfills.

FACTS AND ISSUES: Our current vendor does not have the man power to transport to Ball Ground. The lack of man power has caused the City to be unable to have cans transported to the Ball Ground location and back in a timely manner.

The bid was posted February 19, 2025 with a mandatory pre-bid meeting held on March 18, 2025. During this meeting the manager of Public Utilities allowed interested bidders to do a site evaluation so they could gain more information and inspect the site for any minor tasks that may need to be done prior to commencement. Bids were due April 8, 2025 and the City received three (3) bids.

The three bids received were from the following vendors: Republic Services, LLC., Waste Eliminator, LLC., and WG Waste, LLC.

Republic Services, LLC. is the lowest bidder for a total of \$54,080.00

OPTIONS: 1) Award the contract to Republic Services, LLC for services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant.

2) Do not award the contract to Republic Services, LLC

RECOMMENDED SAMPLE MOTION: I make a motion to award Bid 25-008 Dewatered Sludge and Waste Removal to Republic Services, LLC in the amount of \$54,080.00.

DEPARTMENT: Public Utilities

Prepared by: Peter Woerner



Bid Tabulation

Bid Title: 25-008 Dewatered Sludge and Waste Removal

Bid Open Date: April 8, 2025

Vendor	Location:	20-yard Dumpster Haul Cost:	Estimated Hauls:	Yearly Cost / Location	Total Yearly Cost
Republic Services	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 260.00	184	\$ 47,840.00	\$ 54,080.00
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 260.00	24	\$ 6,240.00	
Waste Eliminator, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 262.50	184	\$ 48,300.00	\$ 56,868.00
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 357.00	24	\$ 8,568.00	
WG Waste, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 286.20	184	\$ 52,660.80	\$ 62,121.60
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 394.20	24	\$ 9,460.80	

Vendor	Location:	20-yard Dumpster Haul:	Fuel Surcharge:	Total:
Republic Services	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 260.00	0.00%	\$ 260.00
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 260.00	0.00%	\$ 260.00
Waste Eliminator, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 250.00	5.00%	\$ 262.50
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 340.00	5.00%	\$ 357.00
WG Waste, LLC	Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia	\$ 265.00	8.00%	\$ 286.20
	Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia	\$ 365.00	8.00%	\$ 394.20

City of Flowery Branch
BID CERTIFICATION
BID No. 25-008 Dewatered Sludge and Waste Removal

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 90 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

Dump & Return

\$ 260.00 /dumpster

Fuel Surcharge

\$ _____ /trip

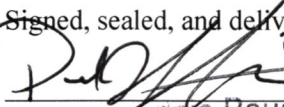
OR

_____ %

(In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:

 Paul Mitchell
Unofficial Witness

Walter Bauer Harrelson

NOTARY PUBLIC

Barrow County, GEORGIA

My Commission Expires 06/17/2025

Notary Public

Commission Expires: 6/17/2025

By: Josh Loggins

(Person authorized to sign binding contract)

Title: Division Sales Manager

Attest: _____
(Officer of Company if Corporation)

Title: _____

Company Name: Republic Services

CITY OF FLOWERY BRANCH

ADDENDUM ACKNOWLEDGEMENT

BID 25-008

DEWATERED SLUDGE AND WASTE REMOVAL

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ NO ADDENDA WERE RECEIVED

COMPANY NAME: Republic Services

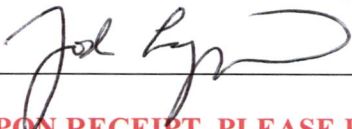
CONTACT PERSON: Josh Loggins

ADDRESS: 51 Patrick Mill Rd SW

CITY: Winder STATE: GA ZIP: 30680

PHONE: FAX: 678-227-4912

EMAIL ADDRESS: jloggins@republicservices.com

SIGNATURE:  DATE: 4-7-2025

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR PROPOSAL.



CONTRACT AGREEMENT

25-008 DEWATERED SLUDGE AND WASTE REMOVAL

This Agreement made and entered into this _____ day of _____, in the year 2025, by and between The City of Flowery Branch, Georgia, having its principal place of business at 5410 Pine St, Flowery Branch, Georgia and **REPUBLIC SERVICES, LLC** ("Contractor") located at 51 Patrick Mill Road SW, Winder, Georgia 30680.

WHEREAS, the City of Flowery Branch is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Flowery Branch; and

WHEREAS, the City of Flowery Branch has caused **BID 25-008** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **BID 25-008**; and

WHEREAS, the Contractor's submittal was deemed by the City of Flowery Branch to be the most responsible and responsive per the scope of work; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Work**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

- EXHIBIT A - SCOPE OF SERVICE**
- EXHIBIT B - COST PROPOSAL**
- EXHIBIT C - W-9**
- EXHIBIT D - CERTIFICATE OF INSURANCE**
- EXHIBIT E - E-VERIFY AFFIDAVIT**
- EXHIBIT F - CONTACT INFORMATION**
- EXHIBIT G - ADDENDUMS**
- EXHIBIT H - CONTRACTOR'S OATH**

2.0 Compensation

2.1 Pricing. The Contractor will be paid for the services sold pursuant to the Contract in accordance with the BID and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **"Exhibit B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$54,080.00**.

2.2 Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to APInvoices@flowerybranchga.org and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

2.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

2.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

3.0 Duration of Contract

Contract Term. The terms of this contract shall be from date of execution by all parties until final acceptance of the of services rendered. Invoices filed every 30 days shall be paid a pro-rated portion of the contract price. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

4.0 Independent Contractor

- 4.1** The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Flowery Branch. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Flowery Branch Representative within ten (10) day after issuance.
- 4.2** Inasmuch as the City of Flowery Branch and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Flowery Branch without the express knowledge and prior written consent of the City.

5.0 Indemnification

- 5.1** The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, Subcontractors, Contractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 5.2** Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

6.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Flowery Branch Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied City of Flowery Branch has the right to cancel this Agreement with no additional obligation to Contractor.

6.1 Final Completion, Acceptance, and Payment

- (a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- (b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- (c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

7.0 Changes

The City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

8.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

9.0 Insurance

9.1 The Contractor shall, at its own cost and expense, obtain and maintain the following minimum insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia.

- | | |
|-----------------------------|--------------------------------------|
| ▪ Workers' Compensation | Statutory Minimum \$100,000/accident |
| ▪ Employers Liability | \$1,000,000 |
| ▪ Bodily Injury Liability | \$1,000,000 |
| ▪ Except Automobile | \$1,000,000 aggregate |
| ▪ Property Damage Liability | \$1,000,000 each occurrence |

▪ Except Automobile	\$1,000,000 each occurrence
▪ Automobile Bodily Injury	\$1,000,000 each person
▪ Liability	\$1,000,000 each occurrence
▪ Automobile Property	
Damage Liability	\$1,000,000 each occurrence
▪ Excess Umbrella Liability	\$2,000,000 each occurrence

9.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

10.0 Termination

10.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (d) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

- (c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

10.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (a) Immediately terminate the Contract without additional written notice; and/or
- (b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

10.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

10.5 Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under

the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

10.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

11.0 Claims and Dispute Resolution

11.1 Claims Procedure.

- (a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (b) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is

sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

- (e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (f) After Contractor has submitted a fully-documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

11.2 Arbitration.

- (a) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- (b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 - (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
 - (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - a. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Hall County.
 - b. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

- c. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Hall County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- d. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

12.0 Confidential Information

12.1 Access to Confidential Data. The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (d) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

12.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or

thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

- 12.3** Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 12.4** Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 12.5** Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

13.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the BID, as amended, and the Contractor's submittal, the language in the former shall govern.

- 13.1** Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

14.1 Federal Requirements.

- (a) Federal Compliance Regulations.

Federal regulations apply to all City of Flowery Branch contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- (1) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

- (2) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded.
- (3) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
- (4) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- (5) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- (6) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

14.2 Georgia Security and Immigration Compliance Act

- (a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.
- (b) The Contractor further certifies that any Subcontractors employed by Contractor for the

performance of this agreement has executed an appropriate Subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each Subcontractor.

- (c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

15.0 Bonding Requirements

15.1 Performance Bond

A performance bond acceptable to the City in the amount of at least the total amount payable by the terms of the contract shall be provided to the City. The City may accept an irrevocable letter of credit instead of a performance bond. The city must approve the form and solvency of the surety prior to the execution of the contract.

15.2 Payment Bond

A payment bond in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract or a cashier's check, certified check, or cash in the amount of at least the total amount payable by the terms of the contract shall be supplied to the City. The city must approve the form and solvency of the surety prior to the execution of the contract.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Flowery Branch's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

- (a) The Contractor has made false certification herein; or
- (b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Flowery Branch all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Flowery Branch pursuant hereto.

21.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

22.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF FLOWERY BRANCH: CONTRACTOR: REPUBLIC SERVICES, LLC

By:_____	By: _____
Title:_____	Title: _____
Name:_____	Name: _____
Date:_____	Date: _____

Attest:

Shelia Cooper, City Clerk	(Seal)

Approved as to form:

Ted Baggett, City Attorney

EXHIBIT A

TO CONTRACT BETWEEN CITY OF FLOWERY BRANCH AND REPUBLIC SERVICES, LLC FOR DEWATERED SLUDGE AND WASTE REMOVAL

REFERENCE: BID# 25-008

SCOPE OF WORK

The City of Flower Branch Water and Sewer System wishes to obtain contractual services to remove dewatered sludge and waste (Screenings and Grit) from the City's Wastewater Treatment Plant. The Contractor shall provide roll-off dumpsters in the quantity and size stated below for the City's Wastewater Plant. The selected Bidder shall provide guaranteed firm pricing for a period of twelve (12) months, from July 1, 2025 to June 30, 2026.

All Materials shall become the property of the successful offeror and shall be removed from the site and disposed of legally in conformance with GA EPD/DNR regulations for sludge and waste disposal. Offeror must abide by the Erosion and Sedimentation Act of Georgia O.C.G.A 12-7-6.

During the term of the contract the Contractor shall be responsible for obtaining, and maintaining good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permit and/or inspections required by the State or others government entity to accomplish the work specified in this solicitation and the contract.

The Bidder shall provide the City with monthly invoices detailing the date and location of pickup along with a manifest indicating weight / amount of material disposed of and location of disposal site. The specifications are provided as a minimal requirement only. The City will consider any product that meets or exceeds the minimum requirements. Bidders shall provide information regarding the proposed product for evaluation by the City.

DEWATERED SLUDGE AND WASTE REMOVAL

I. Roll Off Type

- A. Type of roll off- 20 -yard dumpster with rollers on all four corners to enable moving the roll of on the ground. Three (3) will need to be supplied.
 - i. Approximately 208 loads per year (4 per week) at an average weight of 11.5 tons each. (Liners must be supplied by the vendor)
 - ii. Vendor will be responsible for proper disposal of water treatment sludge and other waste coming from the facility.

II. Pricing

	ITEM	DESCRIPTION	PRICE/UNIT
1.	Dump & Return <i>20 yard can/dumpster</i>	Approx. 11.5 tons per dumpster	\$ _____/dumpster

3.	Fuel Surcharge	Approx. 4 Dump & Returns per week <i>Richland Creek Landfill: 5691 S Richland Creek Rd, Buford Georgia</i> <i>Eagle Point Landfill: 8880 Old Federal Rd, Ball Ground, Georgia</i>	\$ _____/trip OR _____%
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III. Additional Work

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- A. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- B. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- C. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. The contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials, and equipment.

LIST OF LOCATIONS

Location	Address:	Schedule:
Wastewater Treatment Plant	5572 Atlanta Hwy, Flowery Branch, GA 30542	Monday – Friday

All services, unless otherwise approved, must be conducted during business hours on scheduled set days.

END EXHIBIT A.

EXHIBIT B

**TO CONTRACT
BETWEEN CITY OF FLOWERY BRANCH AND
REPUBLIC SERVICES, LLC
FOR DEWATERED SLUDGE AND WASTE REMOVAL**

REFERENCE: BID# 25-008
COST PROPOSAL AND SCHEDULE

**City of Flowery Branch
BID CERTIFICATION
BID No. 25-008 Dewatered Sludge and Waste Removal**

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 90 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

Dump & Return

\$ 260.00 /dumpster

Fuel Surcharge

\$ _____ /trip

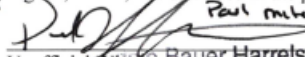
OR

_____ %

(In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:


Unofficial Witness: Paul Mitchell
Wesley Bauer Harrelson
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 06/17/2025

Notary Public
Commission Expires: 06/17/2025

By: Josh Liggins
(Person authorized to sign binding contract)

Title: Division Sales Manager

Attest: _____
(Officer of Company if Corporation)

Title: _____

Company Name: Republic Services

BID No. 25-008 Dewatered Sludge and Waste Removal Page 11

END EXHIBIT B.



EXHIBIT C – W9

EXHIBIT D - CERTIFICATE OF INSURANCE

EXHIBIT E

Contractor Affidavit under O.C.G.A. §13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

City of Flowery Branch
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

_____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT F

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Doing Business As (DBA): _____

Federal Employee ID Number (FEIN): _____ - _____ - _____

Address:

Mailing Address (if different)

Contractor Information:

Primary Contact Person: _____

Title: _____

Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____

Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration (i.e. Document Processing) (Choose One)

☐ Primary Contact ☐ Secondary Contact

Signature: _____ Date: _____

EXHIBIT G

CITY OF FLOWERY BRANCH

ADDENDUM ACKNOWLEDGEMENT

BID 25-008

DEWATERED SLUDGE AND WASTE REMOVAL

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ NO ADDENDA WERE RECEIVED

COMPANY NAME: Republic Services

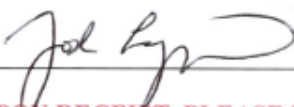
CONTACT PERSON: Josn Loggins

ADDRESS: 51 Patrick Mill Rd SW

CITY: Winder STATE: GA ZIP: 30680

PHONE: FAX: 678-227-4912

EMAIL ADDRESS: jloggins@republicservices.com

SIGNATURE:  DATE: 4-7-2025

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR PROPOSAL.

EXHIBIT H
CONTRACTOR'S OATH

COMES NOW, _____ (“Contractor”),
[*name of Contractor*]

appearing by and through _____
[name of individual with authority to bind Contractor]

its _____ (“Individual And Representative Affiant”), and
[title]

[insert the names of all those required to give the oath]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated

Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20____.

By: _____, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: _____ Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this

_____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Public Hearing to Consider the Approval of Ordinance 737 for Repealing Chapter 29 (Historical Preservation), Appendix A-1 (Historic District Sign Ordinance) and Appendix A (Historical Preservation Ordinance). Proposed Text Amendments within Article 24 (Signs).

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

During a recent retreat, the City of Flower Branch addressed issues concerning the Historic District, particularly the difficulty in filling vacancies on the Historic Preservation Commission. Under the Historic District Ordinance, the Commission is required to issue Certificates of Appropriateness for any proposed alterations or renovations before work may commence. Without a functioning Commission, the established procedures cannot be followed.

Within the Central Business District (CBD), any alterations or renovations to buildings must be presented for review before the Mayor and City Council. Since most of the Historic District lies within the CBD, all proposals for new or modified buildings will be subject to review and approval by these officials.

Additionally, Appendix A-1 of the Code of Ordinances provides guidelines for signage within the Historic District. Staff proposes relocating these requirements“with minor adjustments”to the Zoning Ordinance, Article 24 “ Signs, making them applicable to any parcel zoned as CBD.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

I make a motion to approve Ordinance 737

SAMPLE MOTION:

I make a motion to approve Ordinance 737

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 737 May 15 2025.pdf](#)
- [Ordinance 737 Historic District Repeal for May 15th.pdf](#)



Memorandum

To: City of Flowery Branch, Mayor, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: May 15th, 2025

Subject: Executive Summary of Ordinance 737

During a recent retreat, the City of Flower Branch addressed issues concerning the Historic District, particularly the difficulty in filling vacancies on the Historic Preservation Commission. Under the Historic District Ordinance, the Commission is required to issue Certificates of Appropriateness for any proposed alterations or renovations before work may commence. Without a functioning Commission, the established procedures cannot be followed.

Within the Central Business District (CBD), any alterations or renovations to buildings must be presented for review before the Mayor and City Council. Since most of the Historic District lies within the CBD, all proposals for new or modified buildings will be subject to review and approval by these officials.

Additionally, Appendix A-1 of the Code of Ordinances provides guidelines for signage within the Historic District. Staff proposes relocating these requirements—with minor adjustments—to the Zoning Ordinance, Article 24 – Signs, making them applicable to any parcel zoned as CBD.

ORDINANCE NO. 737

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, INCLUDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 737, TO REPEAL IN ITS ENTIRETY, CHAPTER 29 (HISTORICAL PRESERVATION), TO REPEAL IN ITS ENTIRETY APPENDIX A-1 (HISTORIC DISTRICT SIGN ORDINANCE), TO REPEAL IN ITS ENTIRETY APPENDIX A (HISTORICAL PRESERVATION ORDINANCE); TO REPEAL IN ITS ENTIRETY SECTION 24.33 (HISTORIC DISTRICT SIGN ORDINANCE) WITHIN ARTICLE 24 (SIGNS) OF APPENDIX C (ZONING ORDINANCE); TO REPEAL SECTIONS 24.13 AND 24.30 OF ARTICLE 24 OF APPENDIX C (ZONING ORDINANCE); TO ADD TEXT INTO SECTIONS 24.33 – 24.44 WITHIN ARTICLE 24 (SIGNS) OF APPENDIX C (ZONING ORDINANCE) AS SHOWN ON EXHIBIT “A”. PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

WHEREAS, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

WHEREAS, it is in the public interest to update existing codes; and

WHEREAS, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

WHEREAS, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:

SECTION 1. AMENDMENT.

Repeal in its entirety Chapter 29 (Historical Preservation), repeal in its entirety Appendix A-1 (Historic District Sign Ordinance), repeal in its entirety Appendix A (Historical Preservation Ordinance), repeal in its entirety Section 24.33 (Historic District Sign Ordinance) within Article 24 (Signs) of Appendix C (Zoning Ordinance); repeal Section 24.30 of Article 24 of Appendix C (Zoning Ordinance) add text into Sections 24.33 – 24.44 within Article 24 (Signs) of Appendix C (Zoning Ordinance) as shown on Exhibit “A”.

SECTION 2. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

SECTION 4. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 5th day of June 2025.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Exhibit "A"

Sec. 24.33 Signs in the Central Business District (CBD).

This ordinance shall be and is known and may be cited as the "Flowery Branch Central Business District Sign Ordinance."

Sec. 24.34 Purpose and Intent.

Signs play an important role in the attractiveness and appearance of Flowery Branch's Central Business District. The design, size, number, and placement of signs contribute to the overall environment of the building, street, and district. Because signs strongly influence the perception of the establishment, building, street view, and the Central Business District, there is a public interest in ensuring that signs are well designed and carefully placed and properly maintained in accordance with the overall desired character of the Flowery Branch Central Business District.

This ordinance supplements existing sign regulations of the Flowery Branch Zoning Ordinance, with sign regulations specifically designed to ensure compatibility and pedestrian scale of all signage in the Flowery Branch Central Business District.

Sec. 24.35 Applicability.

This ordinance shall apply within the Central Business District in the City of Flowery Branch.

If a particular property is added to the City of Flowery Branch Central Business District, said property shall automatically be subject to the requirements of this ordinance.

Sec. 24.36. General Provisions.

No sign shall be permitted, erected, established, or allowed to be erected or established, within the area governed by this ordinance, unless it is in conformity with this ordinance. It shall be unlawful to erect any sign in the area governed by this ordinance unless a Sign Permit is granted by the Zoning Administrator.

Sec. 24.37. Definitions, Interpretations, and Conflicts.

- (a) *Definitions.* Definitions of the types of signs and sign-related definitions shall be as defined in Article 24, Sec. 24.3, of the Flowery Branch Zoning Ordinance. Definitions of terms related.
- (b) *Interpretations of Terms Not Defined.* If a particular word, term, or phrase is not defined in the Flowery Branch Zoning Ordinance or other ordinance or state law referenced in this ordinance, and such term is not explicitly defined herein or implicit in the provisions of this Ordinance, the Zoning Administrator shall be

authorized to interpret the meaning of the term in question using customary dictionary definitions or other appropriate means.

- (c) *Additional Interpretations.* Where this ordinance uses the term "shall," it shall be considered mandatory to comply with a provision using that term. Where this ordinance uses the term "should," it shall be considered a guideline (strongly recommended but discretionary as to whether the provision using that term is complied with). In cases where an applicant wants to establish a sign in a manner that is inconsistent with a guideline or other statement using the word "should," it shall be the responsibility of an applicant to demonstrate why the guideline cannot be complied with. In this sense, guidelines can form the basis for decision-making under the terms of this ordinance and may be used to disapprove sign permit applications. Similarly, when the term "should" is used the Zoning Administrator is authorized to waive the applicability of one or more guidelines or statements using the word "should."
- (d) *Remedy for Conflicts.* In the event of any other conflicts between this Ordinance and other municipal ordinances, the provisions of this Ordinance shall control.

Sec. 24.38 Relationship to Zoning Ordinance Provisions for Signs.

- (a) *Exempted Signs.* Signs that are exempted by Sec. 24.7 of the Flowery Branch Zoning Ordinance shall be similarly exempt from the requirements of this Ordinance.
- (b) *Prohibited Signs.* Signs that are prohibited by Sec. 24.8 of the Flowery Branch Zoning Ordinance shall be prohibited in the area subject to this Ordinance.
- (c) *Maintenance and Removal of Signs.* Provisions regarding the maintenance and removal of signs as specified in Article 24 of the Flowery Branch Zoning Ordinance shall continue to apply to all signs that are regulated by this Ordinance.
- (d) *Nonconforming Signs.* Sec. 24.5 and Sec. 24.6 of the City of Flowery Branch zoning ordinance, regarding nonconforming signs, shall apply to signs that do not conform to the provisions of this Ordinance.
- (e) *Permitted Signs.* The regulations specifying the types and numbers of signs, as provided in Article 24 of the Flowery Branch Zoning Ordinance, shall be inapplicable and superseded by the provisions of this Ordinance.
- (f) *Dimensional Requirements.* Height, setback, and area requirements for signs by zoning district, as provided in Article 24 of the City of Flowery Branch Zoning Ordinance, shall be inapplicable and superseded by the provisions of this Ordinance.
- (g) *Special Event and Temporary Signage.* Sec. 24.26 of the Flowery Branch Zoning Ordinance shall continue to apply, and property owners in the Flowery Branch Central Business District may apply for permits for temporary signs and special events, except that gas or air-filled advertising device shall not be allowed.

- (h) *Permits and Codes.* Provisions that require a permit for signs, and the process of considering sign permits, as provided in Sec. 24.12 of the City of Flowery Branch Zoning Ordinance, shall continue to apply.

Sec. 24.39. Content of Signs Not Regulated.

The content of signs is not regulated by this ordinance, and the content of the message to be conveyed shall not be considered in making decisions pursuant to this ordinance.

Sec. 24.40 DESIGN REQUIREMENTS

(a) Proportionality.

Signs shall be sized in proportion to the building. Notwithstanding the maximum areas allowed under the terms of this ordinance, an individual sign may be disapproved if it is found to be excessive or non-proportional in relation to the building on which it is placed or which it serves.

(b) Sign Materials.

1. Exposed surfaces of signs must be constructed of or appear to be constructed of metal, glass, stone, concrete, brick, cloth, or wood, or similar approved material. If synthetic materials are authorized, they shall have the same finished appearance as the materials specified here.
2. Sandblasted wood signs are not prohibited but may or may not be considered appropriate.
3. Plastic substrate, plywood or unfinished wood are not appropriate materials for signs and shall not be permitted.

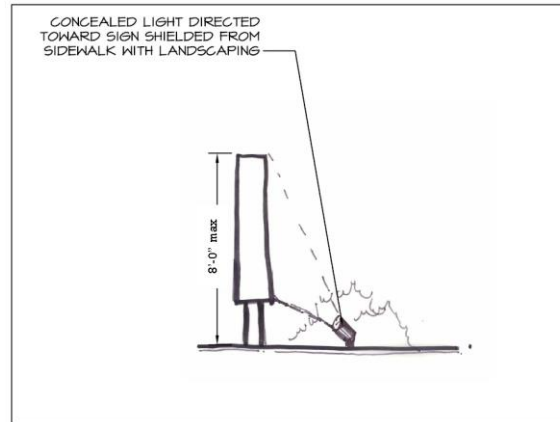
(c) Professional Fabrication.

Handwritten, hand painted, handmade or other unprofessionally fabricated signs shall be prohibited.

Sec. 24.41. Illumination of Signs.

- (a) Internally illuminated signs, and internally illuminated awnings are not appropriate in the Central Business district and shall not be permitted.
- (b) Neon lighting is not permitted in the area subject to this ordinance.
- (c) No animated, flashing or electronically changeable copy signs shall be permitted.
- (d) No colored lights shall be used.

- (e) If signs are illuminated, they shall be externally lit. Lighting directed toward a sign shall be shielded or recessed so that it illuminates only the face of the sign and does not shine directly into a public right-of-way or sidewalk (see figure).



Sec. 24.42 Types of Signs Permitted; Requirements.

(a) Generally.

1. Signs not specifically described in this Section shall be prohibited. For a summary of the requirements of Table 24.3.

(b) Wall Signs.

1. Wall signs shall be mounted flush against the facade of the building adjacent to the front entryway of the unit (see figure).
2. Appropriate locations for wall signage on buildings with more than one story shall be in the lintel space which separates the storefront from the upper floor, and the space above the transom in the storefront, where one exists (see figure). Wall signs should be located on flat, unadorned parts of the building facade, somewhere above storefront display windows (where they exist) and below second-story windows (where they exist). If the building facade or storefront has a lintel strip or signboard, the wall sign should be placed directly on it. Wall signs should be located centrally on the facade. Sign boards should not exceed two and one-half (2.5) feet in height.
3. Wall signs should be attached through joints in the masonry rather than the brick itself.
4. No sign shall be permitted that, when mounted flush against the facade of the building, protrudes more than six (6) inches from the facade.

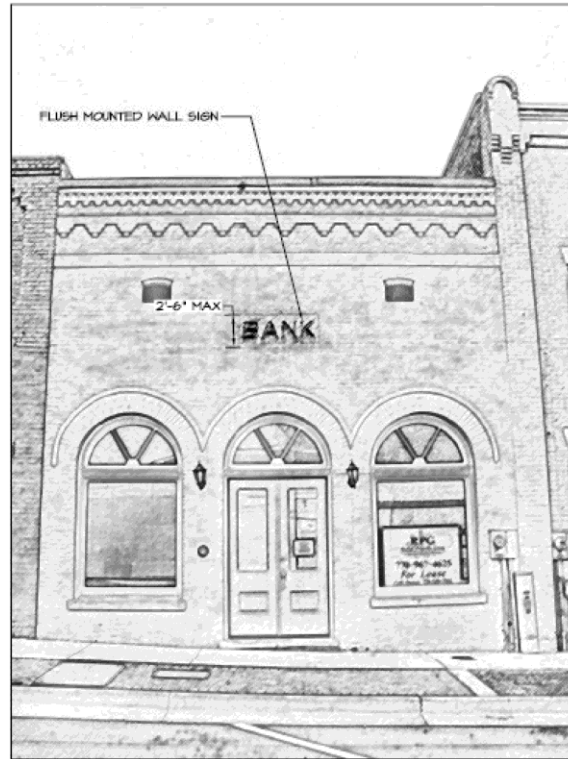


Table 24.3; Summary of Specific Sign Requirements; (Refer to specific sections for requirements)

Type of Sign	# Signs Permitted	Maximum Area	Maximum Height (Ft.)	Section Reference (this Ordinance)	Approval Authority
Wall Signs	2 per facade	30% of wall area, or 1.5 square feet per building frontage, whichever is greater	Height of building (see placement restrictions)	Sec. 24.42(b)	Zoning Administrator approves.
Canopy or Awning Signs	Not specifically restricted	40% of front face; 65% of side faces	Min. 8' height clearance	Sec. 24.42(c)	Zoning Administrator approves.
Window Signs	Not specifically restricted	25% of total window area of establishment, or 32 square feet per establishment, whichever is greater	Not above the level of second floor windows; ground floor windows only encouraged	Sec. 24.42(d)	Zoning Administrator approves.
Projecting Sign	1 per establishment; may be further limited	9 square feet	Min. 8' height clearance	Sec. 24.42(e)	Zoning Administrator approves.
Door Signs	2 per establishment	1.5 square feet each sign; 3 square feet total maximum	(see placement restrictions)	Sec. 24.42(f)	Zoning Administrator approves.
Display Board	1 per establishment	4 square feet	(see placement restrictions)	Sec. 24.42(g)	Zoning Administrator approves.
Ground Sign (permanent, principal use)	2 per adaptive use of single-family dwelling; otherwise prohibited	32 square feet; if second sign is used, 8 square feet	8 feet	Sec. 24.42(h)	Zoning Administrator approves.
A-Frame Sign	1 per establishment	8 square feet	4 Feet	Sec. 24.42(i)	Zoning Administrator approves.

Historic Markers	Not specifically restricted	Not specifically restricted	Not specifically restricted	Sec. 24.42(j)	Zoning Administrator approves.
Temporary sign	One per property frontage	6 square feet	6 feet if placed on ground	Sec. 24.42(k)	Zoning Administrator approves.
Temporary sign when a space, unit, building, or land is for sale, rent	One per property frontage	6 square feet	6 feet if placed on ground	Sec. 24.42(k)	Zoning Administrator approves
Special Event Sign Permit	Per permit	see Sec. 24.26 zoning	see Sec. 24.26 zoning	Sec. 24.42(l); see Sec. 24.26 zoning	Zoning Administrator approves.

5. There is a maximum of two (2) wall signs per building facade of the leasable space.
6. Wall signs, individually or in total allowed, shall not exceed more than thirty (30) percent of the wall area on which they are displayed, or one and one-half (1.5) square feet per linear feet of leased building frontage of the business or establishment, whichever is greater.

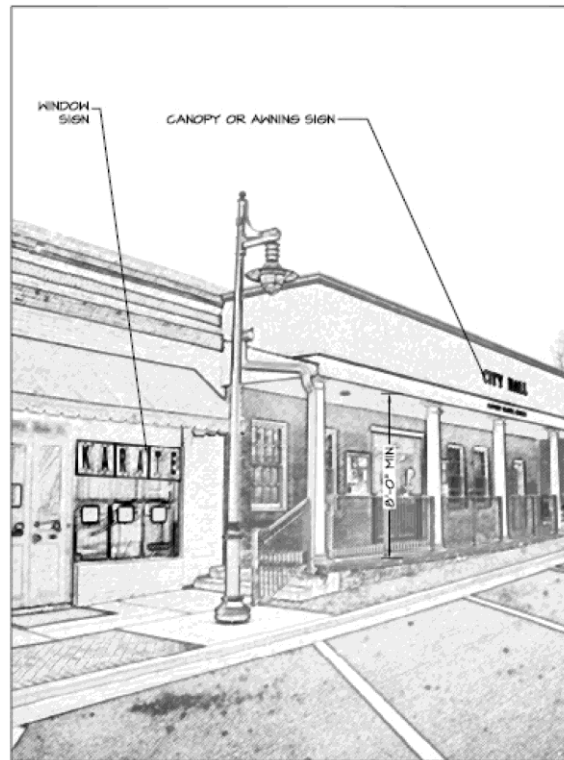
(c) Canopy and Awning Signs.

1. Storefront awnings (see figure) should be positioned either above the display window and below the transom window(s), or above both the display and transom windows but below the sign board area, cornice, or spandrel, where these architectural features exist. Signs should be silk-screened or sewn onto the awning fabric, and they should be placed on the valance of the awning. Signs on canopies should be located on the primary face or top edge (or front-angled or sloped part) of canopies.
2. Canopy signs shall have a ground clearance of no less than eight feet above the lowest ground elevation (see figure).
3. Canopy signs shall cover no more than sixty-five (65) percent of the area of the side faces (awning flaps) of the canopy and no more than forty (40) percent of the front (or front-angled or sloped) face of the canopy.

(d) Window Signs.

1. Window signs (see figure) may be displayed on or in display windows on the ground floor. Window signs in upper facade windows are generally not encouraged and should be justified by the applicant.

2. No window advertising sign shall extend from one window to another.
3. In no case shall any window sign be installed above the level of second floor windows.
4. Window signs shall not exceed 25 percent of the total window area of the business or establishment, or 32 square feet total of window signage for any single business or establishment, whichever is greater.



5. Window signs should be placed approximately three and one-half (3.5) feet above the sidewalk.
6. Window signs should not extend within eighteen (18) inches from the top or bottom of the display window glass.

(e) Projecting Signs.

1. Projecting signs are permissible (see figure), only if the Zoning Administrator decides no other options are viable and may restrict them if other alternatives (wall, window, door, and awning) signs are also present or proposed. If a projected sign is authorized, it shall meet the specifications of this section.
2. Projecting signs are typically placed near the entry door.
3. Projecting signs shall project perpendicularly from the building.
4. Projecting signs shall be secured in place with a frame mount assembly.

5. Projecting signs do not necessarily have to be entirely stationary; they may suspended from an awning or similar type structure or affixed to a bracket-mount to the building or structure in a manner where the sign face sways; such motion shall not make a swinging sign a prohibited animated sign.
6. Any sign that is suspended from the underside of a canopy (including awnings), shall be located perpendicular to the wall surface of a building.
7. All projecting signs shall have a ground clearance of no less than eight (8) feet above the lowest ground elevation.
8. Such signs shall project no more than thirty-six (36) inches from the building face.
9. Projecting signs shall be limited to one (1) per business or establishment.
10. No projecting sign shall exceed an area of nine (9) square feet per sign face.
11. Projecting signs shall not be illuminated.
12. If applicable, projecting signs shall obtain an encroachment permit from the City Council.

(f) Door Signs.

1. Signs on doors should be located on or in the glazing of the doors. Painting of letters is preferred. Vinyl letters are discouraged but permitted.
2. There shall be no more than two (2) door signs for any individual business or establishment.
3. The maximum area for any individual door sign shall be one and one-half (1½) square feet.
4. There shall be a maximum of three (3) square feet total area of door signs allowed for any single business or establishment.

(g) Display Boards.

1. One display board shall be permitted per establishment, subject to compliance with the provisions of this Section.
2. Moveable display boards, when displayed within a window on the ground floor display boards shall not count as window signs in terms of maximum allowable window sign area.
3. Display boards that are permanently placed on a wall (e.g., a wall mounted display box) shall count as wall signs in terms of maximum allowable wall sign area, but they shall not be counted in terms of the maximum number of wall signs allowed.
4. Display boards shall not exceed an area of four (4) square feet per sign face.



(h) Permanent Principal Use Ground Signs.

1. Ground signs shall only be permitted in the front yard of properties containing a detached, single-family residence that has been converted to office, institutional, retail, service, or commercial use, and/or a commercially designed building with an appropriate landscaped front yard area.
2. The maximum height of any ground sign which may be permitted pursuant to this ordinance shall be eight (8) feet.
3. Except for temporary signs permitted by the Zoning Administrator, any permanent ground sign permitted pursuant to this ordinance shall be supported by at least two (2) wooden posts, no less than four inches by four inches.
4. No more than two (2) ground signs shall be permitted per property frontage.
5. No ground sign shall exceed an area of thirty-two (32) square feet per sign face.
6. If two ground signs are erected, the second sign shall be no larger than eight (8) square feet in area.

(i) A-Frame Signs.

1. Movable sandwich signs, also called A-frame signs, may be used in the Central Business District, limited to one per business or establishment.
2. Such sign(s) which shall be temporarily placed on the ground in front of the business, may only be used during hours the business is open, and shall be removed from the ground when the business or establishment is not open to the public.
3. No such sign shall exceed a height of four (4) feet about the ground.
4. No such sign shall exceed an area of eight (8) square feet per sign face.

(j) Historic Markers.

1. Historic markers do not count for purposes of maximum wall signage limitations of this ordinance.
2. Historic markers should be made of cast metal or other durable materials.
3. They should be securely attached to the building and should lay flat against the building wall.
4. They should be located at eye level and should be positioned near a building entrance or another area of high visibility.

(k) Temporary Signs.

1. One temporary ground sign or wall sign per lot or per property frontage, unlighted, is permitted during the time when a space, unit, building, or land is for sale, rent, or lease, not exceeding six square feet of area, nor a height of six feet if placed on the ground.
2. One additional temporary ground sign or wall sign per lot or per property frontage, unlighted, not exceeding four square feet of area, nor a height of four feet if placed on the ground, is permitted.

(l) Special Event Signage.

1. Property owners in the Central Business district may apply for permits for special events and associated signage, as provided in Sec. 24.26 of the Flowery Branch Zoning Ordinance, except that gas or air-filled advertising devices shall not be allowed.

Sec. 24.43 Review and Approval Procedures

Review and approval procedures shall follow requirements of Appendix C (Zoning Ordinance), Article 24.

Sec. 24.44 Administration and Enforcement

Administration and enforcement shall follow requirements of Appendix C (Zoning Ordinance), Article 24.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Public Hearing to Consider the Approval of Ordinance 740 for Adding New Streets in Summit Lake Subdivision on the PTV Route Plan by Petition.

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

Pursuant to Ordinance 740, the residents of Summit Lake Subdivision have submitted a petition requesting the addition of new streets to the PTV Route Plan in accordance with the minimum criteria outlined in Chapter 47, Article IV, Section 47-82 of the new street petition process. The petition seeks to include the following streets:

• Cricket Melody Ln.

• Wild Olive Dr.

• Whistling Sparrow Ln.

• Screech Owl Dr.

• Hoot Owl Ln.

• Turnstone Trl.

• Trumpet Flower Ave.

In compliance with the zoning code, at least 10% of the residents on each street have endorsed the petition. The documentation provided to Community Development confirms that the endorsements meet or exceed the 10% requirement for each street. Based on this, the petition appears to satisfy the necessary criteria for adding the listed streets to the PTV Route Plan, subject to approval by the City Council.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve Ordinance 740

SAMPLE MOTION:

I make a motion to approve Ordinance 740

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 740 New PTV Street Petition.pdf](#)
- [Adopting Ordinance 740 Final.pdf](#)
- [PTV Route Plan addition Spreadsheet - Complete March 21 2025.pdf](#)
- [Cricket Melody Lane.pdf](#)
- [Hoot Owl Lane.pdf](#)
- [Screech Owl Drive.pdf](#)
- [Trumpet Flower Ave.pdf](#)
- [Turnstone Trail.pdf](#)
- [Whistling Sparrow Lane.pdf](#)
- [Wild Olive.pdf](#)



Memorandum

To: City of Flowery Branch, Mayor, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: May 15, 2025

Subject: Executive Summary of Ordinance 740

Pursuant to Ordinance 740, the residents of Summit Lake Subdivision have submitted a petition requesting the addition of new streets to the PTV Route Plan in accordance with the minimum criteria outlined in Chapter 47, Article IV, Section 47-82 of the new street petition process. The petition seeks to include the following streets:

- Cricket Melody Ln.
- Wild Olive Dr.
- Whistling Sparrow Ln.
- Screech Owl Dr.
- Hoot Owl Ln.
- Turnstone Trl.
- Trumpet Flower Ave.

In compliance with the zoning code, at least 10% of the residents on each street have endorsed the petition. The documentation provided to Community Development confirms that the endorsements meet or exceed the 10% requirement for each street. Based on this, the petition appears to satisfy the necessary criteria for adding the listed streets to the PTV Route Plan, subject to approval by the City Council.

Second Reading 06/05/2025
First Reading 05/15/2025

Adopted TBD

ORDINANCE NO. 740

AN ORDINANCE TO ADD STREETS TO THE PERSONAL TRANSPORTATION VEHICLE ROUTE PLAN VIA THE PETITION PROCESS PER CHAPTER 47 (TRAFFIC AND VEHICLES), ARTICLE IV (PERSONAL TRANSPORTATION VEHICLES), TO PROVIDE FOR SEVERABILITY, TO PROVIDE AN EFFECTIVE DATE, TO REPEAL CONFLICTING LAWS, AND FOR ALL OTHER LEGAL PURPOSES.

WHEREAS, the Mayor and City Council of the City of Flowery Branch are empowered to create guidelines which regulate the safety and security of the public in City Rights of Way; and

WHEREAS, the City of Flowery Branch's code does provide regulations on the operation of Personal Transportation Vehicles within City limits; and

WHEREAS, the regulations provide a process to add streets to the Personal Transportation Vehicle Route Plan through a petition process.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

The residences of Summit Lake Subdivision submitted a petition to add the following streets to the Personal Transportation Vehicle Route Plan following the requirements of Chapter 47, Article IV, Section 47-82:

- Cricket Melody Ln.
- Wild Olive Dr.
- Whistling Sparrow Ln.
- Screech Owl Dr.
- Hoot Owl Ln.
- Turnstone Trl.
- Trumpet Flower Ave.

The petitioners provided proof of signatures from at least 10% of residents on each street proposed to be added to the Personal Transportation Vehicle Route Plan. Additionally, each street is 25 mph and no street is steeper than 20 percent.

Said streets are hereby added to the Personal Transportation Vehicle Route Plan of the City of Flowery Branch.

SECTION 2. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be June 5, 2025.

SECTION 4. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 5th day of June 2025.

Ed Asbridge, Mayor

ATTEST

Shelia Cooper, City Clerk

APPROVED AS TO FORM

Ted Baggett, City Attorney

Street name	# Property Owners	10%	# Yes Votes	Met 10%
Cricket Melody	35	3.5	4	x
Wild Olive	14	1.4	2	x
Whistling Sparrow	8	0.8	2	x
Screech Owl	107	10.7	12	x
Hoot Owl	86	8.6	9	x
Turnstone	55	5.5	6	x
Trumpet Flower	20	2	2	x

325

37

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
5606 CRICKET MELODY LN	MANNERS, JOSHUA ANTHONY	5606 CRICKET MELODY LANE	owner not available	
5610 CRICKET MELODY LN	WILLIAMS, ERIC V	5610 CRICKET MELODY LANE	owner not available	
5614 CRICKET MELODY LN	FINCHER, JOHN H	5614 CRICKET MELODY LANE	owner not available	
5618 CRICKET MELODY LN	WANDA DESOUGE MASON, AS TRUSTEE OF THE,	51 WILDFLOWER TRAIL	owner not available	
5622 CRICKET MELODY LN	RAINEY, KENNETH	5622 CRICKET MELODY LANE	owner not available	
5626 CRICKET MELODY LN	ISIDORO, LORENZO	5626 CREICKET MELODY LANE	owner not available	
5630 CRICKET MELODY LN	WANG, JINGCAO	5630 CRICKET MELODY LANE	owner not available	
5634 CRICKET MELODY LN	VICKY'S HOMES LLC,	5634 CRICKET MELODY LANE	owner not available	
5638 CRICKET MELODY LN	FLORES, JONATHAN	5638 CRICKET MELODY LANE	owner not available	
5676 CRICKET MELODY LN	SPENCER, CAROL	5676 CRICKET MELODY LANE	owner not available	
5668 CRICKET MELODY LN	BAILEY, TAKEDA JANAY	5668 CRICKET MELODY LANE	owner not available	
5660 CRICKET MELODY LN	GUERLIN, MARCELLUS LEMOND	5660 CRICKET MELODY LANE	owner not available	
5654 CRICKET MELODY LN	TORRES GARCIA CRESPO, JOSE A.	5654 CRICKET MELODY LANE	owner not available	
5650 CRICKET MELODY LN	WILLIAMS, LAWRENCE	5650 CRICKET MELODY LANE	owner not available	
5646 CRICKET MELODY LN	MARTIN, CHESLEY JAMES	5646 CRICKET MELODY LANE	owner not available	
5689 CRICKET MELODY LN	KESKO, DAMIR	5689 CRICKET MELODY LANE	owner not available	
5685 CRICKET MELODY LN	WOLLENHAUP, LIZABETH KAY	5685 CRICKET MELODY LANE	owner not available	
5681 CRICKET MELODY LN	MAKI, JOHN A	5681 CRICKET MELODY LANE	owner not available	
5675 CRICKET MELODY LN	SINGH, SUPREET	1330 AZALEA BROOK DRIVE	owner not available	
5671 CRICKET MELODY LN	GUNASINGHE, ROSIN	5671 CRICKET MELODY LANE	owner not available	
5667 CRICKET MELODY LN	CURTIN, NICHOLAS	5667 CRICKET MELODY LANE	owner not available	
5663 CRICKET MELODY LN	OTOOLE, LAURA DARBY, DANIEL	5663 CRICKET MELODY LANE	yes	DocuSign
5659 CRICKET MELODY LN	ZHANG, YU	P. O. BOX 2038	owner not available	
5655 CRICKET MELODY LN	HEMBREE, LINDSAY	5655 CRICKET MELODY LANE	owner not available	
5651 CRICKET MELODY LN	LEE, ASHLEY N	5651 CRICKET MELODY LANE	yes	DocuSign
5647 CRICKET MELODY LN	WEYRICH, LUCAS	5647 CRICKET MELODY LANE	owner not available	
5643 CRICKET MELODY LN	HAMILTON, ALISON A.	5643 CRICKET MELODY LANE	owner not available	
5639 CRICKET MELODY LN	BARRERE, CARRIE ALLISON	5639 CRICKET MELODY LANE	owner not available	
5635 CRICKET MELODY LN	FOREMAN, DONNA L.	5635 CRICKET MELODY LANE	owner not available	
5631 CRICKET MELODY LN	KEZLAN, LAURA BREN	5631 CRICKET MELODY LANE	yes	DocuSign
5627 CRICKET MELODY LN	WELLS, PHILLIP EDWARD	5627 CRICKET MELODY LANE	owner not available	
5623 CRICKET MELODY LN	LIU, LIFEI	11095 CHANDON WAY	owner not available	
5690 CRICKET MELODY LN	COLLINS, MEAGAN M.	5690 CRICKET MELODY LANE	yes	DocuSign
5694 CRICKET MELODY LN	VILLEGAS, FRANCISCO E	5694 CRICKET MELODY LANE	owner not available	
5698 CRICKET MELODY LN	CHEN, MENGWEI	1050 LENOX PARK BLVD NE APT 9106	owner not available	

Cricket-Melody

Homes 35
10% 3.5
Yes 4

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Danny O'Toole

Property Owner Street Address:

5663 Cricket Melody Lane

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:


Date: 3/18/2025

Certificate Of Completion

Envelope Id: 33F58F94-FB71-4B17-82A2-7E9DD655D526
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:04:21 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Danny O'Toole
 Danielotoole315@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 E128CB50084E4FF...

Signature Adoption: Drawn on Device
 Using IP Address: 107.140.150.205
 Signed using mobile

Timestamp

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 Viewed: 3/18/2025 11:49:22 AM
 Signed: 3/18/2025 7:43:48 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	3/18/2025 7:43:48 PM
Completed	Security Checked	3/18/2025 7:43:48 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Ashley (Nikki) Lee

Property Owner Street Address:

5651 Cricket Melody Lane
Flowery Branch, GA. 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

Ashley (Nikki) Lee

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 625905F4-A58D-4957-9CD0-CC074592F853
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 Source Envelope:
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 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
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 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Ashley (Nikki) Lee
 ashlee2310@hotmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 D36FF52B8C464EF...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.140.149.10
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:07:11 AM
 Viewed: 3/18/2025 3:12:51 PM
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Electronic Record and Signature Disclosure:
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/18/2025 3:14:23 PM
Completed	Security Checked	3/18/2025 3:14:23 PM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Bren Kezlan

Property Owner Street Address:

5631 Cricket Melody Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

Bren Kezlan

6914F7D0A3C00F3

Date: 3/18/2025

Certificate Of Completion

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 Certificate Pages: 1
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 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:26:52 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Bren Kezlan
 brenkezlan@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 172.225.246.180
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:27:27 AM
 Viewed: 3/18/2025 12:29:30 PM
 Signed: 3/18/2025 12:30:22 PM

Electronic Record and Signature Disclosure:
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Completed	Security Checked	3/18/2025 12:30:22 PM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Meagan Collins

Property Owner Street Address:

5690 Cricket Melody Lane

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:
Meagan Collins

Date: 3/18/2025

Certificate Of Completion

Envelope Id: D654455C-559B-4628-8755-9DC63A06B9D9
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 Source Envelope:
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 Certificate Pages: 1
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 EnvelopeId Stamping: Enabled
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Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

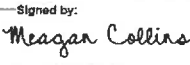
Status: Original
 3/18/2025 11:03:26 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Meagan Collins
 meagancollins91@icloud.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 B8A01612770C4D0...

Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.92.153
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:04:14 AM
 Viewed: 3/18/2025 3:59:30 PM
 Signed: 3/18/2025 4:01:06 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	3/18/2025 4:01:06 PM
Completed	Security Checked	3/18/2025 4:01:06 PM
Payment Events	Status	Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5866 HOOT OWL LN	ESCALONA VILORIA, JONATHAN M.	5866 HOOT OWL LANE	owner not available	
5862 HOOT OWL LN	JACKSON, RENEE	5862 HOOT OWL LANE	owner not available	
5858 HOOT OWL LN	ZHENG, HANYUE	41571 MELFORD TER	owner not available	
5852 HOOT OWL LN	SALAZAR CASTILLO, OMAR JOSE	5823 SCREECH OWL DRIVE	owner not available	
5901 HOOT OWL LN	BEDOVA, JUAN CARLOS	5901 HOOT OWL LANE	owner not available	
5905 HOOT OWL LN	SONG, SCOTT YIFAN	5905 HOOT OWL LANE	owner not available	
5909 HOOT OWL LN	ESCARFULLERY, DUANTE D	5909 HOOT OWL LANE	owner not available	
5913 HOOT OWL LN	MORGAN, MADISON ASHLEY	5913 HOOT OWL LANE	owner not available	
5917 HOOT OWL LN	RICO LOPEZ, FATIMA	5917 HOOT OWL LANE	owner not available	
5921 HOOT OWL LN	MILLIGAN, GEORGE	5921 HOOT OWL LANE	owner not available	
5925 HOOT OWL LN	MAINA, ROSE	5925 HOOT OWL LANE	owner not available	
5929 HOOT OWL LN	SILVA, RICHARD ALLEN	5929 HOOT OWL LANE	owner not available	
5933 HOOT OWL LN	SADLER, AMY LEVIE	3823 MABRY RIDGE DRIVE	owner not available	
5937 HOOT OWL LN	VOLANTE, JILL TAYLOR	5937 HOOT OWL LANE	owner not available	
5941 HOOT OWL LN	WOICKOSKI, JORGE WILSON	5941 HOOT OWL LANE	owner not available	
5945 HOOT OWL LN	HARRIS, DAVID CHRISTOPHER	5945 HOOT OWL LANE	owner not available	
5949 HOOT OWL LN	BOLTON, JACOB CARLTON	5949 HOOT OWL LANE	owner not available	
5953 HOOT OWL LN	CHAMI, ELIE	5953 HOOT OWL LANE	owner not available	
5957 HOOT OWL LN	HANLIN, JUSTIN DAVID	5957 HOOT OWL LANE	owner not available	
5961 HOOT OWL LN	KING JR, BRUCE ANTHONY	5961 HOOT OWL LANE	owner not available	
5965 HOOT OWL LN	CORDERO-TORRES, TIFFANI M	5965 HOOT OWL LANE	owner not available	
5969 HOOT OWL LN	MARTINEZ RODRIGUEZ, ARIANNA DANIELA	5969 HOOT OWL LANE	owner not available	
5973 HOOT OWL LN	LAUTZENHISER, HOLLY ANN	5973 HOOT OWL LANE	owner not available	
5977 HOOT OWL LN	EVANS, MARK JAMES	5977 HOOT OWL LANE	owner not available	
5981 HOOT OWL LN	LOPEZ ORTEGA, RAMON A	5981 HOOT OWL LANE	owner not available	
5985 HOOT OWL LN	WANG, HONGZHE	5985 HOOT OWL LOT 173	owner not available	
5989 HOOT OWL LN	HERNANDEZ, VICTOR DAVID	5989 HOOT OWL LANE	owner not available	
5995 HOOT OWL LN	GARCIA, ELAINA J	5995 HOOT OWL LANE	owner not available	
5999 HOOT OWL LN	RINCON MANZANILLA, ROSMARY	5999 HOOT OWL LANE	owner not available	
6003 HOOT OWL LN	TICA, NOEL ALEC	6003 HOOT OWL LANE	owner not available	
6007 HOOT OWL LN	GARZON, VALENTINA	6007 HOOT OWL LANE	owner not available	
6011 HOOT OWL LN	HILL, ISREAL	6011 HOOT OWL LANE	owner not available	
6015 HOOT OWL LN	SIMS, DANIELLE	6015 HOOT OWL LANE	owner not available	
6019 HOOT OWL LN	BEREIKLIAN, ZOVIG KELESARIAN	6019 HOOT OWL LANE	owner not available	
6023 HOOT OWL LN	ADESIDA, IFEOLUWA F	6023 HOOT OWL LANE	owner not available	
6027 HOOT OWL LN	SOCORRO BALLESTERO, ROSALINA	6027 HOOT OWL LANE	owner not available	

Hoot Owl

Homes 86
10% 8.6
Yes 9

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
6031 HOOT OWL LN	KOHUT, BARRY, CYNTHIA LEE	6031 HOOT OWL LANE	yes	DocuSign
6035 HOOT OWL LN	PULGAR QUEIPO, MAYERLIN ANDREINA	6035 HOOT OWL LANE	owner not available	
6039 HOOT OWL LN	LONG, KAITLYN	6039 HOOT OWL LANE	owner not available	
6043 HOOT OWL LN	BRICENO HERNANDEZ, JOSE	6043 HOOT OWL LANE	owner not available	
6047 HOOT OWL LN	HERNANDEZ, JUAN CARLOS	6047 HOOT OWL LANE	owner not available	
6051 HOOT OWL LN	ROBIN BUTLER, AS TRUSTEE OF THE,	6051 HOOT OWL LANE	owner not available	
6055 HOOT OWL LN	VENTURA BENITEZ, EDENILSON OMAR	6055 HOOT OWL LANE	owner not available	
6059 HOOT OWL LN	VILLALOBOS GONZALEZ, GUSTAVO E	6059 HOOT OWL LANE	owner not available	
6063 HOOT OWL LN	DUKE, ETHAN W	6063 HOOT OWL LANE	owner not available	
6067 HOOT OWL LN	FOY, JOHN	6067 HOOT OWL LANE	owner not available	
6071 HOOT OWL LN	DIERDORF, LAURA BETH	6071 HOOT OWL LANE	yes	DocuSign
6075 HOOT OWL LN	REESE, BRITTANY LAKENDRA	6075 HOOT OWL LANE	yes	DocuSign
6079 HOOT OWL LN	HARB, MOHAMMAD MATTHEW	6079 HOOT OWL LANE	owner not available	
6083 HOOT OWL LN	HANLEY, MICHAEL SCOTT	6083 HOOT OWL LANE	owner not available	
6087 HOOT OWL LN	JIANG, CHENGSHUO	6087 HOOT OWL LANE	owner not available	
6091 HOOT OWL LN	MORAN CHIRINOS, MADELAINE	6091 HOOT OWL LANE	owner not available	
6095 HOOT OWL LN	SUAREZ, MELISSA	6095 HOOT OWL LANE	owner not available	
6099 HOOT OWL LN	RUSHING, DAVID J	6099 HOOT OWL LANE	owner not available	
6103 HOOT OWL LN	QUINONES, JAIME E	6103 HOOT OWL LANE	owner not available	
6107 HOOT OWL LN	DIAZ, LUIS FERNANDO	6107 HOOT OWL LANE	yes	DocuSign
5940 HOOT OWL LN	CHONG BOGGIANO, HUMBERTO	5940 HOOT OWL LANE	yes	Signature
5936 HOOT OWL LN	DOUGLAS, CADE KENNETH	5936 HOOT OWL LANE	owner not available	
5932 HOOT OWL LN	BUN, RICHARD RICHANA	5932 HOOT OWL LANE	owner not available	
5928 HOOT OWL LN	MENDEZ, BEATRIZ VERONICA	5928 HOOT OWL LANE	owner not available	
5924 HOOT OWL LN	PATEL, GOPAL	5924 HOOT OWL LANE	owner not available	
5920 HOOT OWL LN	GALLEGOS, MOISES	5920 HOOT OWL LANE	owner not available	
5916 HOOT OWL LN	HODGE, SARAH ELIZABETH	5916 HOOT OWL LANE	owner not available	
5912 HOOT OWL LN	RIORDON, KENNETH F	5912 HOOT OWL LANE	yes	DocuSign
5908 HOOT OWL LN	MATTLIN, CARYSA LOREE	5908 HOOT OWL LANE	yes	DocuSign
6030 HOOT OWL LN	MAGPRI SFR GA LLC,	1 N WACKER DRIVE SUITE 2400	owner not available	
6034 HOOT OWL LN	SANCHEZ ALDANA, LUIS G	6034 HOOT OWL LANE	owner not available	
6038 HOOT OWL LN	CRUMBLEY, APRIL	6038 HOOT OWL LANE	yes	DocuSign
6042 HOOT OWL LN	SANCHEZ-LOPEZ, CELIA	6042 HOOT OWL LANE	owner not available	
6046 HOOT OWL LN	SOTO, IVANNA	6046 HOOT OWL LANE	owner not available	
6050 HOOT OWL LN	HARRISON, NELLIE K	6050 HOOT OWL LANE	owner not available	
6054 HOOT OWL LN	TULE RIVER HOMEBUYER EARNED EQUITY,	8821 S REDWOOD RD SUITE B	owner not available	

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
6058 HOOT OWL LN	GARCIA, SUSANA PATRICIA	6058 HOOT OWL LANE	owner not available	
6068 HOOT OWL LN	BONDS, LAUREL	6068 HOOT OWL LANE	owner not available	
6080 HOOT OWL LN	WASHINGTON, MEGHAN	6080 HOOT OWL LANE	owner not available	
6084 HOOT OWL LN	OVIEDO FIGUEROA, JUAN CARLOS	6084 HOOT OWL LANE	owner not available	
6088 HOOT OWL LN	WARREN, CARY BRENT	6088 HOOT OWL LANE	owner not available	
6092 HOOT OWL LN	WANG, YIDE	6092 HOOT OWL LANE	owner not available	
5898 HOOT OWL LN	CLANCY, MICHAEL	5898 HOOT OWL LANE	owner not available	
5894 HOOT OWL LN	DIXON, JANICE MARIE	5894 HOOT OWL LANE	owner not available	
5890 HOOT OWL LN	SIMONENKO, ANDREY	5890 HOOT OWL LANE	owner not available	
5886 HOOT OWL LN	RODRIGUEZ, MIGUEL A ROMERO	5886 HOOT OWL LANE	owner not available	
5882 HOOT OWL LN	GILDEMEYER, CONNOR DANIEL	5882 HOOT OWL LANE	yes	DocuSign
5878 HOOT OWL LN	OREILLY, MARCELA	5878 HOOT OWL LANE	owner not available	
5874 HOOT OWL LN	RACINE, LOGAN JEFFREY	5874 HOOT OWL LN	owner not available	
5870 HOOT OWL LN	CASANOVA, RICARDO M PAZ	5870 HOOT OWL LANE	owner not available	

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

HUMBERTO CHONG

Property Owner Street Address:

5940 HOOT OWL LN.

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:



Date:

03/20/25

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Janice Riordon

Property Owner Street Address:

5912 Hoot Owl Lane, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by: Janice Riordon

Date: 3/18/2025

Certificate Of Completion

Envelope Id: D488D0DB-515A-4529-86A9-1F4CBDE7320A
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

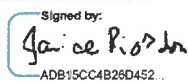
Status: Original
 3/18/2025 11:33:13 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Janice Riordon
 jkriordon@bellsouth.net
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 ADB15CC4B26D452...

Signature Adoption: Drawn on Device
 Using IP Address: 107.140.148.17
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:33:50 AM
 Viewed: 3/18/2025 3:10:07 PM
 Signed: 3/18/2025 3:13:21 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/18/2025 11:33:50 AM
Certified Delivered	Security Checked	3/18/2025 3:10:07 PM
Signing Complete	Security Checked	3/18/2025 3:13:21 PM
Completed	Security Checked	3/18/2025 3:13:21 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Brittany Reese

Property Owner Street Address:

6075 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:


8602a7c6870c43f...

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 945DCEB4-EFBA-43FE-8C75-4253CB7EB3BC
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 7:57:57 AM

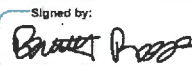
Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Brittany Reese
 secretarysummittlakefbhoa@outlook.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 98DD4FC8870C45F...

Signature Adoption: Drawn on Device
 Using IP Address: 108.213.140.174
 Signed using mobile

Timestamp

Sent: 3/18/2025 7:58:58 AM
 Viewed: 3/18/2025 10:39:47 AM
 Signed: 3/18/2025 3:33:00 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 7:58:58 AM
Certified Delivered	Security Checked	3/18/2025 10:39:47 AM
Signing Complete	Security Checked	3/18/2025 3:33:00 PM
Completed	Security Checked	3/18/2025 3:33:00 PM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Carysa Mattlin

Property Owner Street Address:

5908 Hoot Owl Ln

By my signature below, I support being placed on Flowery Branch’s PTV Route Plan.

Property Owner Signature:

Signed by:

8000226E32240

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 767112AB-E8E4-49CB-9B1A-06CE86A96AAA
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/19/2025 8:19:09 AM

Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Carysa Mattlin
 cmattlin2004@yahoo.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 4805D256E952440...

Signature Adoption: Drawn on Device
 Using IP Address: 172.56.69.70
 Signed using mobile

Timestamp

Sent: 3/19/2025 8:20:04 AM
 Viewed: 3/19/2025 9:07:27 AM
 Signed: 3/19/2025 9:07:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/19/2025 8:20:04 AM
 3/19/2025 9:07:27 AM
 3/19/2025 9:07:53 AM
 3/19/2025 9:07:53 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

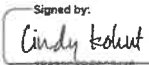
Cindy Kohut

Property Owner Street Address:

6031 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:

3E655C78E6C344E...

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 27CF8ED4-7EB5-49F4-B55C-CBCAD9467768
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

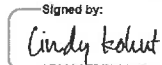
Status: Original
 3/18/2025 11:35:56 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Cindy Kohut
 clakohut@my.wgu.edu
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 3E830CFBE6C5446...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.3.217

Timestamp

Sent: 3/18/2025 11:36:48 AM
 Viewed: 3/19/2025 8:12:17 AM
 Signed: 3/19/2025 8:22:39 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 11:36:48 AM
 3/19/2025 8:12:17 AM
 3/19/2025 8:22:39 AM
 3/19/2025 8:22:39 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

April Crumbley

Property Owner Street Address:

6038 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:
April Crumbley

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 51606352-6046-4BC8-A5A4-BC4D05E1B8E0
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/19/2025 7:52:36 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

April Crumbley
 acrumbley022@yahoo.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 EAEA0D7A6BA141E...

Signature Adoption: Pre-selected Style
 Using IP Address: 108.213.141.181
 Signed using mobile

Timestamp

Sent: 3/19/2025 7:57:26 AM
 Viewed: 3/19/2025 9:39:34 AM
 Signed: 3/19/2025 9:40:26 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/19/2025 7:57:26 AM
 3/19/2025 9:39:34 AM
 3/19/2025 9:40:26 AM
 3/19/2025 9:40:26 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Luis Diaz

Property Owner Street Address:

6107 Hoot Owl Ln

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

Luis Diaz

Date: 3/18/2025

Certificate Of Completion

Envelope Id: AE1B588D-19D7-4D10-8A97-D6E69737F915
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 8:00:02 AM

Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Luis Diaz
 member3summitlakefbhoa@outlook.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 9BE67C18948F49C...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.0.53

Timestamp

Sent: 3/18/2025 8:00:44 AM
 Viewed: 3/18/2025 8:39:53 AM
 Signed: 3/18/2025 8:41:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 8:00:44 AM
Certified Delivered	Security Checked	3/18/2025 8:39:53 AM
Signing Complete	Security Checked	3/18/2025 8:41:47 AM
Completed	Security Checked	3/18/2025 8:41:47 AM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Connor Gildemeyer

Property Owner Street Address:

5882 Hoot Owl Lane Flowery branch GA

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:
Connor Gildemeyer
23AF16BCECE0A1A...

Date: 3/19/2025

Certificate Of Completion

Envelope Id: CCE520FF-04AF-4481-95CE-659D4DE9C131
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 107.193.5.40

Record Tracking

Status: Original
 3/19/2025 5:07:20 PM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Connor Gildemeyer
 Connorgildy52@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 28AF18BE0E8A41A...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.5.97
 Signed using mobile

Timestamp

Sent: 3/19/2025 5:08:49 PM
 Viewed: 3/19/2025 5:16:26 PM
 Signed: 3/19/2025 5:17:03 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/19/2025 5:08:50 PM
 3/19/2025 5:16:26 PM
 3/19/2025 5:17:03 PM
 3/19/2025 5:17:03 PM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

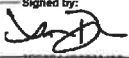
LAURA DIERDORF

Property Owner Street Address:

6071 Hoot Owl Lane

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:

2E8BBAF672042C...

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 85250A3A-AE52-4EFB-BC11-EA3345E7374D
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 107.193.5.40

Record Tracking

Status: Original
 3/19/2025 5:09:24 PM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

LAURA DIERDORF
 lauradierdorf1@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 2EE68A4FC72042C...

Signature Adoption: Drawn on Device
 Using IP Address: 166.198.157.43
 Signed using mobile

Timestamp

Sent: 3/19/2025 5:12:19 PM
 Viewed: 3/19/2025 5:13:33 PM
 Signed: 3/19/2025 5:14:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 5:12:19 PM
Certified Delivered	Security Checked	3/19/2025 5:13:33 PM
Signing Complete	Security Checked	3/19/2025 5:14:27 PM
Completed	Security Checked	3/19/2025 5:14:27 PM
Payment Events	Status	Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5827 SCREECH OWL DR	DOOLEY, CAMRIE CHALISE	5827 SCREECH OWL DRIVE	owner not available	
5831 SCREECH OWL DR	HUANG, CHUNFANG	11300 SONNINGTON DRIVE	owner not available	
5835 SCREECH OWL DR	VANHORN, SARA E	5835 SCREECH OWL DRIVE	owner not available	
5839 SCREECH OWL DR	MOORE, DEREK LAMAR	5839 SCREECH OWL DRIVE	owner not available	
5867 SCREECH OWL DR	GIL, JENNY ADRIANA	5867 SCREECH OWL DRIVE	owner not available	
5871 SCREECH OWL DR	SELLERS, KELLIE RENAE	5871 SCREECH OWL DRIVE	owner not available	
5875 SCREECH OWL DR	HANSON, GREG ALLEN	5875 SCREECH OWL DRIVE	yes	Docusign
5879 SCREECH OWL DR	BAILEY, JEFFREY TAYLOR	5879 SCREECH OWL DRIVE	yes	Docusign
5883 SCREECH OWL DR	MUELLER, BENJAMIN K.	5883 SCREECH OWL DRIVE	owner not available	
5887 SCREECH OWL DR	NACKERS, WILLIAM C.	5887 SCREECH OWL DRIVE	yes	Docusign
5891 SCREECH OWL DR	STREETTS, DEVYN LEE	5891 SCREECH OWL DRIVE	owner not available	
5899 SCREECH OWL DR	CLEMENTS, KYLE PATRICK	5899 SCREECH OWL DRIVE	owner not available	
5903 SCREECH OWL DR	MARTELL, DARIN	5903 SCREECH OWL DRIVE	yes	Docusign
5907 SCREECH OWL DR	ZAPATA, JUAN	1063 MEADOW CLUB CT	owner not available	
5911 SCREECH OWL DR	ARNOLD, TYLER ROBERT	5911 SCREECH OWL DRIVE	owner not available	
5915 SCREECH OWL DR	JAROSZ, MARCIN OLGIERD	5915 SCREECH OWL DRIVE	owner not available	
5919 SCREECH OWL DR	PATERSON, KATHERINE ELIZABETH	5919 SCREECH OWL DRIVE	yes	Docusign
5923 SCREECH OWL DR	HUNSUCKER, SYDNEY A	5923 SCREECH OWL DR	owner not available	
5927 SCREECH OWL DR	HERNANDEZ, JUAN	5927 SCREECH OWL DRIVE	owner not available	
5931 SCREECH OWL DR	KIM, SEOKCHAN	5931 SCREECH OWL DRIVE	owner not available	
5935 SCREECH OWL DR	TYLER, JR., GREGORY	5935 SCREECH OWL DRIVE	yes	Docusign
5939 SCREECH OWL DR	BAUTISTA SALAS, ISRAEL	5939 SCREECH OWL DRIVE	owner not available	
5943 SCREECH OWL DR	LAWSON, KORY	5943 SCREECH OWL DRIVE	owner not available	
5947 SCREECH OWL DR	STURGES, EARLINE E.	5947 SCREECH OWL DRIVE	yes	Docusign
5951 SCREECH OWL DR	GLUSHCHAK, GELMUT N.	5951 SCREECH OWL DRIVE	owner not available	
5955 SCREECH OWL DR	MILLSAP, AMANDA LEIGH	5955 SCREECH OWL DRIVE	owner not available	
5959 SCREECH OWL DR	ANDERSON, TERRANCE P.	5959 SCREECH OWL DRIVE	owner not available	
5963 SCREECH OWL DR	SAFI, SADAF	5963 SCREECH OWL DRIVE	owner not available	
5967 SCREECH OWL DR	EFIANAYI, TRACEY	5967 SCREECH OWL DRIVE	owner not available	
5971 SCREECH OWL DR	MENDOZA PALOMINO, JOSMEN E.	5971 SCREECH OWL DRIVE	owner not available	
5975 SCREECH OWL DR	REMOE-DOHERTY, VIVIAN E.	5975 SCREECH OWL DRIVE	owner not available	
5979 SCREECH OWL DR	SANDREA MARTIN JOSE ANDRADE,	5979 SCREECH OWL DRIVE	owner not available	
5995 SCREECH OWL DR	PRINCIPAL, ALEXIS	5995 SCREECH OWL DRIVE	owner not available	
6011 SCREECH OWL DR	WENTZLER, SHANNON HACKETT	6011 SCREECH OWL DRIVE	yes	Docusign
6015 SCREECH OWL DR	BLICHARSKI, MATEUSZ	6015 SCREECH OWL DRIVE	owner not available	
6019 SCREECH OWL DR	JACKSON, JOANN	6019 SCREECH OWL DRIVE	owner not available	

Homes 107
10% 10.7
Yes 12

Screech Owl

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
6020 SCREECH OWL DR	URDANETA PRIETO, AARON	6020 SCREECH OWL DRIVE	owner not available	
6016 SCREECH OWL DR	GUO, TOM	2640 BARELY DOWNS CIR.	owner not available	
6012 SCREECH OWL DR	CONARD, SARAH J	6012 SCREECH OWL DRIVE	yes	Docusign
6008 SCREECH OWL DR	SCOTT, DAMIEN WHITMARK	6008 SCREECH OWL DRIVE	owner not available	
6004 SCREECH OWL DR	QUINTERO BOLIVAR, JHONN F	6004 SCREECH OWL DRIVE	owner not available	
6000 SCREECH OWL DR	VELIVELLI, MANJUSHA	6000 SCREECH OWL DRIVE	owner not available	
5996 SCREECH OWL DR	NEWMAN, SEAN ANDREW	5996 SCREECH OWL DRIVE	owner not available	
5992 SCREECH OWL DR	LIVANCIC, DAMIR	5992 SCREECH OWL DRIVE	owner not available	
5988 SCREECH OWL DR	BOUTHETTIE, ADAM ROBERT	5988 SCREECH OWL DRIVE	owner not available	
5984 SCREECH OWL DR	MANITILLA, JOHN ANTHONY	5984 SCREECH OWL DRIVE	owner not available	
5980 SCREECH OWL DR	POLUZZI ARGUELLO, ALBERLY M.	5980 SCREECH OWL DRIVE	owner not available	
5976 SCREECH OWL DR	CHARLES, RHEMA	5976 SCREECH OWL DRIVE	owner not available	
5972 SCREECH OWL DR	BRITT, YANYAN	7962 AMAWALK CIRCLE	owner not available	
5968 SCREECH OWL DR	ROCHE, ANAMARY	5968 SCREECH OWL DRIVE	owner not available	
5964 SCREECH OWL DR	LUO, ERDA	154 10TH STREET APT. 9	owner not available	
5960 SCREECH OWL DR	BROWN, WANDA SCOTT	5960 SCREECH OWL DRIVE	owner not available	
5946 SCREECH OWL DR	ORTIZ-DALEY, NANCY	5946 SCREECH OWL DRIVE	owner not available	
5928 SCREECH OWL DR	BRIGGS, STACEY L	5928 SCREECH OWL DRIVE	owner not available	
5723 SCREECH OWL DR	CALDERON RODRIGUEZ, ANGEL M	5723 SCREECH OWL DRIVE	owner not available	
5719 SCREECH OWL DR	MAKINS, RYAN	5719 SCREECH OWL DRIVE	owner not available	
5715 SCREECH OWL DR	SNOW, VICTORIA DANIELLE	5715 SCREECH OWL DRIVE	owner not available	
5711 SCREECH OWL DR	SEICHRIST, YUSONG LU	5711 SCREECH OWL DRIVE	owner not available	
5707 SCREECH OWL DR	POSADA, FABIO A	60 DOUG ALLISON HEIGHTS	owner not available	
5703 SCREECH OWL DR	ROBINSON, CAMERON LEIGH	5703 SCREECH OWL DRIVE	owner not available	
5924 SCREECH OWL DR	CURTIS, YUEQIAO LI	5924 SCREECH OWL DRIVE	owner not available	
5916 SCREECH OWL DR	BARRIGA, MARIA SONIA	5916 SCREECH OWL DRIVE	owner not available	
5900 SCREECH OWL DR	BARBOUR, BENJAMIN	5900 SCREECH OWL DRIVE	owner not available	
5896 SCREECH OWL DR	GARDNER, COLE C	5896 SCREECH OWL DRIVE	owner not available	
5892 SCREECH OWL DR	ZHAO, RUIHONG	5892 SCREECH OWL DRIVE	owner not available	
5888 SCREECH OWL DR	LAN, SHIH-CHENG	5888 SCREECH OWL DRIVE	owner not available	
5884 SCREECH OWL DR	WEN, DAVID	5372 LACOSTA LANE	owner not available	
5880 SCREECH OWL DR	ANDERSON, JAMES MICHAEL	5880 SCREECH OWL DRIVE	owner not available	
5876 SCREECH OWL DR	VELASQUEZ DE VILLALT, BERTHA LIDIA	5876 SCREECH OWL DRIVE	owner not available	
5872 SCREECH OWL DR	DIGIOVANNI, SHERRY	5872 SCREECH OWL DRIVE	owner not available	
5868 SCREECH OWL DR	NZUNDU, DOLLY TULENGI	5868 SCREECH OWL DRIVE	owner not available	
5864 SCREECH OWL DR	WU, SHANSHAN	5864 SCREECH OWL DRIVE	owner not available	

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
5860 SCREECH OWL DR	YETTER, THOMAS WILLIAM	5860 SCREECH OWL DRIVE	owner not available	
5720 SCREECH OWL DR	PIRKLE, JASON P JOAN M	5720 SCREECH OWL DRIVE	yes	DocuSign
5728 SCREECH OWL DR	ZHANG, YU	P. O. BOX 2038	owner not available	
5732 SCREECH OWL DR	HUDNALL, III, LAWRENCE ALLEN	5732 SCREECH OWL DRIVE	owner not available	
5736 SCREECH OWL DR	MIRANDA, DERRICK	5736 SCREECH OWL DRIVE	yes	DocuSign
5740 SCREECH OWL DR	QIAN, XIAOJIONG	1866 ROYAL TROON COURT	owner not available	
5744 SCREECH OWL DR	WALKER, CAITLIN JOY	5744 SCREECH OWL DRIVE	owner not available	
5748 SCREECH OWL DR	CASH, RALSON ALEXANDER	5748 SCREECH OWL DRIVE	owner not available	
5752 SCREECH OWL DR	BARRERA AGUIRRE, OLGA LETICIA	5752 SCREECH OWL DRIVE	owner not available	
5756 SCREECH OWL DR	MAULDIN, PATRICK RYAN	5756 SCREECH OWL DRIVE	owner not available	
5760 SCREECH OWL DR	SHI, YIDE	2779 APPLE VALLEY ROAD	owner not available	
5764 SCREECH OWL DR	SN GEORGIA, LLC,	390 EAST VIA DE VENTURA SUITE 30	owner not available	
5768 SCREECH OWL DR	LOPES, DAMION ALEXANDER	5768 SCREECH OWL DRIVE	owner not available	
5772 SCREECH OWL DR	BAF 3, LLC, A DELAWARE LIMITED LIABILITY,	5001 PLAZA ON THE LAKE SUITE 200	owner not available	
5776 SCREECH OWL DR	ROSALES, EDDY	5776 SCREECH OWL DRIVE	owner not available	
5780 SCREECH OWL DR	MOATS, WILLIAM JOSEPH	5780 SCREECH OWL DRIVE	yes	DocuSign
5784 SCREECH OWL DR	MULLER, ROBERT	5784 SCREECH OWL DRIVE	owner not available	
5788 SCREECH OWL DR	BAILEY, SHARON D	5788 SCREECH OWL DRIVE	owner not available	
5792 SCREECH OWL DR	CHRISTIE, ERIC J	5792 SCREECH OWL DRIVE	owner not available	
5796 SCREECH OWL DR	MARKER, JEFFREY W.	5796 SCREECH OWL DRIVE	owner not available	
5895 SCREECH OWL DR	CARDENAS SANCHEZ, HELLY SAUL	5895 SCREECH OWL DRIVE	owner not available	
5800 SCREECH OWL DR	MORRIS, CHANNAH MARAH	5800 SCREECH OWL DRIVE	owner not available	
5804 SCREECH OWL DR	PALMER, ROBERT ANDREW	5804 SCREECH OWL DRIVE	owner not available	
5773 SCREECH OWL DR	HAHN, BEAU T	5773 SCREECH OWL DRIVE	owner not available	
5769 SCREECH OWL DR	BENNETT, DYLAN D	5769 SCREECH OWL DRIVE	owner not available	
5765 SCREECH OWL DR	ARNETT JR, BRUCE P.	6046 OVERBY RD	owner not available	
5761 SCREECH OWL DR	EDGE, WILLIAM ROBERT	5761 SCREECH OWL DRIVE	owner not available	
5757 SCREECH OWL DR	COVEY, DEBRA KAY	118 INDIAN AVENUE	owner not available	
5753 SCREECH OWL DR	ESCOBEDO, ILEANA MARISOL	5753 SCREECH OWL DRIVE	owner not available	
5840 SCREECH OWL DR	VARGAS SR, ERNESTO LUIS	5840 SCREECH OWL DRIVE	owner not available	
5836 SCREECH OWL DR	CHEN, XIAODAN	11095 CHANDON WAY	owner not available	
5832 SCREECH OWL DR	SHEPARD GATTON, EMILY RUTH	5832 SCREECH OWL DRIVE	owner not available	
5828 SCREECH OWL DR	MATHEWS LINDSEY FRANCES SHEPARD,	5828 SCREECH OWL DRIVE	owner not available	
5824 SCREECH OWL DR	BROTHERTON, SHARON B	5824 SCREECH OWL DRIVE	owner not available	
5820 SCREECH OWL DR	REED, TIMOTHY P	5820 SCREECH OWL DRIVE	owner not available	

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

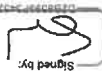
Shannon Wentzler

Property Owner Street Address:

6011 Screech Owl Drive

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by: 

Date: 3/18/2025

Certificate Of Completion

Envelope ID: CBEF9745-227D-4283-9B74-CCACDFB6CB3
Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:
Document Pages: 1
Certificate Pages: 1

Signatures: 1
Initials: 0

AutoNav: Enabled
EnvelopeID Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

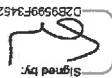
Status: Original
3/18/2025 11:25:47 AM

Holder: Bill Moats
bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Shannon Wentzler
shannonwentzler@gmail.com
Security Level: Email, Account Authentication
(None)
Signed by:  026569F3452482
Sent: 3/18/2025 11:26:43 AM
Viewed: 3/18/2025 11:29:38 AM
Signed: 3/18/2025 11:30:01 AM

Signature Adoption: Drawn on Device
Using IP Address: 166.198.157.69
Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:26:43 AM
3/18/2025 11:29:38 AM
3/18/2025 11:30:01 AM
3/18/2025 11:30:01 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

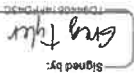
Greg Tyler

Property Owner Street Address:

5935 Screech Owl Dr

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by: 

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 1EA48B3B-7757-4B17-926D-F748D29D459B

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:11:48 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Location: Docusign

Status: Completed

Envelope Originator:

Bill Moats

bmoats@prophhecygames.com

IP Address: 50.235.73.90

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:12:22 AM
Viewed: 3/19/2025 9:10:36 AM
Signed: 3/19/2025 9:13:36 AM

Signed by:
Greg Tyler
708440814FFD43C...

Signature Adoption: Pre-selected Style
Using IP Address: 47.48.254.158

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:12:22 AM
3/19/2025 9:10:36 AM
3/19/2025 9:13:36 AM
3/19/2025 9:13:36 AM

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Earline Sturges

Property Owner Street Address:

5947 screech owl dr

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocSigned by: [Signature]

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 5686E9A1-5E7A-48F6-BFA5-DF7BFF16699

Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 12:43:53 PM

Holder: Bill Moats

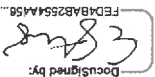
bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/18/2025 12:44:37 PM
Viewed: 3/18/2025 1:56:59 PM
Signed: 3/18/2025 1:56:23 PM


DocuSigned by:
FEDB4B2564A456...

Earline Sturges
earlinesturges@gmail.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature Adoption: Drawn on Device
Using IP Address: 107.193.4.37
Signed using mobile

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 12:44:37 PM
3/18/2025 1:56:59 PM
3/18/2025 1:56:23 PM
3/18/2025 1:56:23 PM

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Joan Pirkle

Property Owner Street Address:
5720 screech owl driv

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:


Date: 3/18/2025

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Darin Martell

Property Owner Street Address:
5903 Screech Owl Dr.

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:
Darin Martell
DocuSigned by: 0E3535FF447405

Date: 3/18/2025

Certificate Of Completion

Envelope Id: B08B3DB9-FCC7-48DC-A1EE-68D15084868D
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:
Document Pages: 1
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

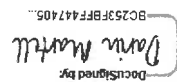
Record Tracking

Status: Original
3/18/2025 11:09:58 AM

Holder: Bill Moats
bmoats@prophhecygames.com

Location: Docusign

Signer Events


DocuSigned by:
Darin Martell
B0253FBFF447405...

Sent: 3/18/2025 11:10:32 AM
Viewed: 3/18/2025 2:05:25 PM
Signed: 3/18/2025 2:05:44 PM

(None)
Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style
Using IP Address: 73.237.51.6

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature
Timestamp

Editor Delivery Events

Status
Timestamp

Agent Delivery Events

Status
Timestamp

Intermediary Delivery Events

Status
Timestamp

Certified Delivery Events

Status
Timestamp

Carbon Copy Events

Signature
Timestamp

Witness Events

Signature
Timestamp

Notary Events

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Payment Events

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
3/18/2025 11:10:33 AM
3/18/2025 2:05:25 PM
3/18/2025 2:05:44 PM
3/18/2025 2:05:44 PM

Status

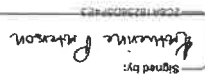
Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Katherine Paterson

Property Owner Street Address:
5919 Screech Owl Drive, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by: Katherine Paterson

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 72827CC9-0EF7-4A6D-A4EB-898E6966D26D
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

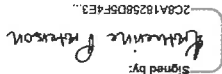
Source Envelope:
Document Pages: 1
Certificate Pages: 1
Initials: 0

AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Envelope Originator: Bill Moats
IP Address: 50.235.73.90

Record Tracking

Status: Original
3/18/2025 11:10:50 AM
Holder: Bill Moats
bmoads@prophocygames.com

Signer Events

Signed by: 
Security Level: Email, Account Authentication
(None)
Katherine Paterson
katherine3782@live.com
Sent: 3/18/2025 11:11:24 AM
Viewed: 3/18/2025 5:14:22 PM
Signed: 3/18/2025 5:15:33 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature
Timestamp

Editor Delivery Events

Status
Timestamp

Agent Delivery Events

Status
Timestamp

Intermediate Delivery Events

Status
Timestamp

Certified Delivery Events

Status
Timestamp

Carbon Copy Events

Status
Timestamp

Witness Events

Signature
Timestamp

Notary Events

Signature
Timestamp

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Payment Events

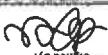
Status
Timestamp
Hashed/Encrypted
Security Checked
Security Checked
Security Checked
3/18/2025 11:11:24 AM
3/18/2025 5:14:22 PM
3/18/2025 5:15:33 PM
3/18/2025 5:15:33 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Sarah Conard

Property Owner Street Address:
6012 Screech Owl Drive, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

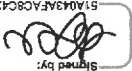
Signed by:


Property Owner Signature:

Date: 3/19/2025

Certificate Of Completion	
Envelope Id: 2D7B8819-BBE3-45F6-A5DA-7217D7D2C9A8	
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf	
Source Envelope:	Signatures: 1
Document Pages: 1	Initials: 0
Certificate Pages: 1	
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
Record Tracking	
Status: Original	Holder: Bill Moats
3/19/2025 7:57:39 AM	bmoads@prophceygames.com
Signer Events	
Sarah Conard	Signature
sarahconard84@yahoo.com	
MRS	
NOT APPLICABLE	
Security Level: Email, Account Authentication	
(None)	
Electronic Record and Signature Disclosure:	
Not Offered via Docusign	
In Person Signer Events	
Signature	Timestamp
Editor Delivery Events	
Status	Timestamp
Agent Delivery Events	
Status	Timestamp
Intermediary Delivery Events	
Status	Timestamp
Certified Delivery Events	
Status	Timestamp
Carbon Copy Events	
Status	Timestamp
Witness Events	
Signature	Timestamp
Notary Events	
Signature	Timestamp
Envelope Summary Events	
Status	Timestamps
Envelope Sent	3/19/2025 7:59:33 AM
Certified Delivered	3/19/2025 8:02:45 AM
Signing Complete	3/19/2025 8:03:12 AM
Completed	3/19/2025 8:03:12 AM
Payment Events	
Status	Timestamps
Hashed/Encrypted	3/19/2025 7:59:33 AM
Security Checked	3/19/2025 8:02:45 AM
Security Checked	3/19/2025 8:03:12 AM
Security Checked	3/19/2025 8:03:12 AM

Signed by:



51AD93AFAC8C12B...

Sent: 3/19/2025 7:59:32 AM

Viewed: 3/19/2025 8:02:45 AM

Signed: 3/19/2025 8:03:12 AM

Signature Adoption: Drawn on Device

Using IP Address: 174.201.183.193

Signed using mobile

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Envelope Originator: Bill Moats
bmoads@prophceygames.com
IP Address: 50.235.73.90

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

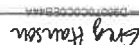
Greg Hanson

Property Owner Street Address:

5875 screech owl dr.

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:


Signed by: Greg Hanson

Date: 3/18/2025

Certificate Of Completion

Envelope id: 09B1AF07-7D6C-45FB-9316-81AADC7899EA
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 7:55:49 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Location: Docusign

Status: Completed

Envelope Originator:

Bill Moats

bmoats@prophhecygames.com

IP Address: 50.235.73.90

Signer Events

Greg Hanson

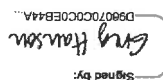
member1summitlakebhoa@outlook.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature Adoption: Pre-selected Style
 Using IP Address: 172.56.64.70
 Signed using mobile

Signed by:

 D9a070C0C0CEB44A...

Sent: 3/18/2025 7:56:41 AM
 Viewed: 3/18/2025 9:40:44 AM
 Signed: 3/18/2025 9:42:10 AM

Timestamp

Signature

Timestamp

Signature

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 7:56:42 AM
 3/18/2025 9:40:44 AM
 3/18/2025 9:42:10 AM
 3/18/2025 9:42:10 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name: Bill Moats

Property Owner Street Address:
5780 Screech Owl Drive

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature: _____
Date: 3/18/2025

DocSigned by: R. N. M. a f r

Certificate Of Completion

Envelope ID: C49FB26C-D22A-47FE-A462-23A3F15539BE

Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeID Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 7:46:40 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/18/2025 7:55:34 AM
Viewed: 3/18/2025 8:01:15 AM
Signed: 3/18/2025 8:01:39 AM

Signature Adoption: Drawn on Device

Using IP Address: 50.235.73.90

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Certified Delivered

Signing Complete

Completed

Payment Events

Status

Timestamps

Hashed/Encrypted

Security Checked

Security Checked

Security Checked

3/18/2025 7:55:34 AM

3/18/2025 8:01:15 AM

3/18/2025 8:01:39 AM

3/18/2025 8:01:39 AM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Bill Nackers

Property Owner Street Address:
5887 screech owl drive, Flowery Branch GA, 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:
Date: 3/19/2025

Signed by:
Bill Nackers
013508479632e03

Certificate Of Completion

Envelope Id: 348E4170-B222-401C-87B8-6AF74C16A57D
 Subject: Complete with DocuSign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/19/2025 8:08:29 AM

Holder: Bill Moats

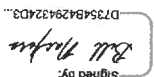
bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/19/2025 8:09:13 AM
 Viewed: 3/19/2025 10:39:11 AM
 Signed: 3/19/2025 10:40:41 AM

Signed by:  07354B429432403...

Signature Adoption: Pre-selected Style
 Using IP Address: 146.75.232.145

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/19/2025 8:09:14 AM
 3/19/2025 10:39:11 AM
 3/19/2025 10:40:41 AM
 3/19/2025 10:40:41 AM

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

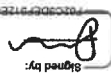
Derrick Miranda

Property Owner Street Address:

5736 screech owl dr. Flowery Branch GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:


Signed by: _____

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 6717676B-541E-461B-A10A-99364EFF4F23C

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/19/2025 10:53:03 AM

Signer Events

Signature

Timestamp

Sent: 3/19/2025 10:54:03 AM
Viewed: 3/19/2025 4:36:15 PM
Signed: 3/19/2025 4:37:16 PM

Signature Adoption: Drawn on Device

Using IP Address: 172.225.214.65

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

3/19/2025 10:54:03 AM
3/19/2025 4:36:15 PM
3/19/2025 4:37:16 PM
3/19/2025 4:37:16 PM

Payment Events

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Taylor Bailey

Property Owner Street Address:
5879 Screech Owl Dr, Flowery Branch, Ga 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:
Date: 3/19/2025

Signed by:
[Signature]

Certificate Of Completion

Envelope Id: 02B72B33-0E1C-466C-80CF-2B61D2C865DC
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:08:56 AM

Signer Events

Taylor Bailey

[taylorbailey07@gmail.com]

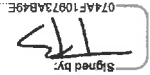
Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature



Signed by: 074AF10973AB9E...

Signature Adoption: Drawn on Device

Using IP Address: 108.213.140.29

Signed using mobile

Timestamp

Sent: 3/18/2025 11:09:40 AM
Viewed: 3/19/2025 2:03:15 PM
Signed: 3/19/2025 2:03:57 PM

Location: Docusign

Envelope Originator:

Bill Moats

bmoats@prophhecygames.com

IP Address: 50.235.73.90

Envelope Summary Events

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Payment Events

Status

3/18/2025 11:09:40 AM
3/19/2025 2:03:15 PM
3/19/2025 2:03:57 PM
3/19/2025 2:03:57 PM

Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
6042 TRUMPET FLOWER AVE	HEISEY, ETHAN PEARCE	6042 TRUMPET FLOWER AVENUE	owner not available	
6038 TRUMPET FLOWER AVE	NEWTON, WESLEY AARON	6038 TRUMPET FLOWER AVENUE	owner not available	
6034 TRUMPET FLOWER AVE	ZINSLI, MICHAEL	6034 TRUMPET FLOWER AVE	owner not available	
6030 TRUMPET FLOWER AVE	RUIZ, EDWIN ANDRES QUITIAN	6030 TRUMPET FLOWER AVENUE	owner not available	
6043 TRUMPET FLOWER AVE	SHEVCHENKO, JR., JAMES PHILIP	6043 TRUMPET FLOWER AVENUE	owner not available	
6047 TRUMPET FLOWER AVE	VELASQUEZ-GARCIA, VILMA G.	6047 TRUMPET FLOWER AVENUE	owner not available	
6063 TRUMPET FLOWER AVE	PENA VALLES, SOFIA V.	6063 TRUMPET FLOWER AVENUE	owner not available	
6075 TRUMPET FLOWER AVE	LOPEZ GARCIA, JOSE M.	6075 TRUMPET FLOWER AVENUE	owner not available	
6079 TRUMPET FLOWER AVE	ATIENZA, JON PAUL LANDICHO	6079 TRUMPET FLOWER AVENUE	owner not available	
6086 TRUMPET FLOWER AVE	LECOEUVRE, JOEL ROBERT	6086 TRUMPET FLOWER AVENUE	owner not available	
6082 TRUMPET FLOWER AVE	CAMACARO RODRIGUEZ, ORLANDO JOSE	6082 TRUMPET FLOWER AVENUE	owner not available	
6078 TRUMPET FLOWER AVE	CORREA LINARES, GABRIEL A.	6078 TRUMPET FLOWER AVENUE	owner not available	
6074 TRUMPET FLOWER AVE	BEDWELL JR, ROBERT PHILLIP	6074 TRUMPET FLOWER AVENUE	yes	DocuSign
6070 TRUMPET FLOWER AVE	BELLO HERNANDEZ, MARIA M.	6070 TRUMPET FLOWER AVE	owner not available	
6066 TRUMPET FLOWER AVE	YANG, MAOQIAO	5765 BRIDLETON CROSSING	owner not available	
6062 TRUMPET FLOWER AVE	ROSADO, DEIVI ALFREDO VILLEG	6062 TRUMPET FLOWER AVENUE	owner not available	
6058 TRUMPET FLOWER AVE	BARRIOS PINA, ANTHONY RICHARD	6058 TRUMPET FLOWER AVENUE	owner not available	
6054 TRUMPET FLOWER AVE	SULISTIO, WIDJAJA	4936 HIBERNIA DRIVE	owner not available	
6050 TRUMPET FLOWER AVE	LEIDY, MARIANNE S	6050 TRUMPET FLOWER AVE	yes	DocuSign
6046 TRUMPET FLOWER AVE	AWDI, RIMA AHMAD	6046 TRUMPET FLOWER AVENUE	owner not available	

Trumpet Flower

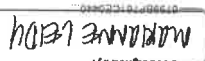
Homes 20
10% 2
Yes 2

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
MARIANNE LEIDY

Property Owner Street Address:
6050 Trumpet Flower Avenue

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:  Designated by: 013987610C28010

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 88289D1F-D034-47EB-AD73-DA65B2A2E907

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:38:53 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:39:28 AM
 Viewed: 3/18/2025 7:01:41 PM
 Signed: 3/18/2025 7:03:02 PM

MARIANNE LEIDY
 mar_idy@bellsouth.net
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.4.122
 Signed using mobile

DocuSigned by:
 MARIANNE LEIDY
 6798F761CE0440

Notary Events

Signature

Timestamp

Witness Events

Signature

Timestamp

Carbon Copy Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Editor Delivery Events

Status

Timestamp

In Person Signer Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed
 Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked
 3/18/2025 11:39:28 AM
 3/18/2025 7:01:41 PM
 3/18/2025 7:03:02 PM
 3/18/2025 7:03:02 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Bob Redwell

Property Owner Street Address:

6074 Trumpet Flower Ave

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Bob Redwell

Signed by:

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 0C3DD227-F923-4A9A-A7C1-AC684B71AD43

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 7:59:08 AM

Holder: Bill Moats
bmoats@prophocygames.com

Location: Docusign

Signer Events

Signature

Timestamp

Sent: 3/18/2025 7:59:49 AM
Viewed: 3/18/2025 10:27:21 AM
Signed: 3/18/2025 10:28:18 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Bob Bedwell
member2summitlakebhoa@outlook.com
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 107.218.252.176
Signed using mobile

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 7:59:49 AM
3/18/2025 10:27:21 AM
3/18/2025 10:28:18 AM
3/18/2025 10:28:18 AM

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5709 TURNSTONE TRL	CAO, JIE	243 SOUTHERN HILL DR.	owner not available	
5705 TURNSTONE TRL	DAS, RAKA	1160 SONOMA CHASE	owner not available	
5701 TURNSTONE TRL	HAYES, HANNAH	5701 TURNSTONE TRAIL	yes	DocuSign
5702 TURNSTONE TRL	PAN, QIUYA	2779 APPLE VALLEY	owner not available	
5706 TURNSTONE TRL	WYRICK, JOHN THOMAS	5706 TURNSTONE TRAIL	owner not available	
5710 TURNSTONE TRL	PAN, QIUYA	2779 APPLE VALLEY	owner not available	
5714 TURNSTONE TRL	JOHNSON, PAYDEN LEE	5714 TURNSTONE TRAIL	owner not available	
5718 TURNSTONE TRL	URREA, VANESSA	5718 TURNSTONE TRAIL	owner not available	
5722 TURNSTONE TRL	MCCLURE, JOSHUA RYAN	5722 TURNSTONE TRAIL	yes	DocuSign
5726 TURNSTONE TRL	WALKER, AMANDA JEAN	341 SKIDDER WAY	owner not available	
5730 TURNSTONE TRL	FOLSE, CALEB	5730 TURNSTONE TRAIL	owner not available	
5734 TURNSTONE TRL	VANKEMPE, JOSHUA TROY	5734 TURNSTONE TRAIL	owner not available	
5738 TURNSTONE TRL	REYES-FLORES, JUAN	5738 TURNSTONE TRAIL	owner not available	
5742 TURNSTONE TRL	CAI, SHUANG	8210 ROYAL TROON DRIVE	owner not available	
5746 TURNSTONE TRL	NTUMBA, CHANTAL	5746 TURNSTONE TRAIL	owner not available	
5750 TURNSTONE TRL	KNOWLES, REBEKAH ANN	5750 TURNSTONE TRAIL	owner not available	
5754 TURNSTONE TRL	PAZ, ALIDA SOTO	5754 TURNSTONE TRAIL	owner not available	
5758 TURNSTONE TRL	DEKLE, II, SEAN EDWARD	5758 TURNSTONE TRAIL	owner not available	
5762 TURNSTONE TRL	MARTINEZ, ROMAN R	5762 TURNSTONE TRAIL	owner not available	
5766 TURNSTONE TRL	YANG, MAOQIAO	5766 TURNSTONE TRAIL	owner not available	
5770 TURNSTONE TRL	BROWN, KRISTIE HOPE	5770 TURNSTONE TRAIL	owner not available	
5774 TURNSTONE TRL	FLORES GONZALEZ, JOSE LUIS	5774 TURNSTONE TRAIL	owner not available	
5778 TURNSTONE TRL	RAMIREZ, GABRIELA	5778 TURNSTONE TRAIL	owner not available	
5782 TURNSTONE TRL	FOLSE, CALEB	5782 TURNSTONE TRAIL	owner not available	
5786 TURNSTONE TRL	SANCHEZ, LEONARDO GIMENEZ	5786 TURNSTONE TRAIL	owner not available	
5790 TURNSTONE TRL	SPRINGER, NATASHA BERCEY	5790 TURNSTONE TRAIL	yes	DocuSign
5794 TURNSTONE TRL	LEONG, SU H.	5794 TURNSTONE TRAIL	owner not available	
5798 TURNSTONE TRL	ZHAN, HONG	125 WOODSHIRE LANE	owner not available	
5802 TURNSTONE TRL	PRIETO, ARONILDA URDANETA	5802 TURNSTONE TRAIL	owner not available	
5806 TURNSTONE TRL	PEREIRA DAAL, JOHAN J.	5806 TURNSTONE TRAIL	owner not available	
5810 TURNSTONE TRL	YOSHIDA, YUMEKO	5810 TURNSTONE TRAIL	owner not available	
5814 TURNSTONE TRL	LIU, ZHIQIANG	4430 ATWOOD DR.	owner not available	
5818 TURNSTONE TRL	VASQUEZ PEREZ, CARLOS A.	5818 TURNSTONE TRAIL	owner not available	
5821 TURNSTONE TRL	FABINY, AUDREY PAIGE	5821 TURNSTONE TRAIL	owner not available	
5815 TURNSTONE TRL	HENDERSON, DARLENE DEE	5815 TURNSTONE TRAIL	owner not available	
5811 TURNSTONE TRL	BARNES, AVIS L	5811 TURNSTONE TRAIL	owner not available	

Homes
10%
Yes

55
5.5
6

Turnstone

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5807 TURNSTONE TRL	CAI, SHUANG	8210 ROYAL TROON DR.	owner not available	
5803 TURNSTONE TRL	BUTLER, QIANA LASHEA	5803 TURNSTONE TRAIL	yes	DocuSign
5799 TURNSTONE TRL	GERSMER, II, DAVID KARL, CHANCEY	8310 AINSWORTH DRIVE	owner not available	
5795 TURNSTONE TRL	AHMAD, TUFAIL	5795 TURNSTONE TRAIL	owner not available	
5791 TURNSTONE TRL	CAI, SHUANG	8210 ROYAL TROON DRIVE	owner not available	
5787 TURNSTONE TRL	GINN, HAYLEY ELIZABETH	5787 TURNSTONE TRAIL	owner not available	
5783 TURNSTONE TRL	WOOD, DANIEL COLTON	5783 TURNSTONE TRAIL	yes	DocuSign
5779 TURNSTONE TRL	RAHIMI, ADAM	5779 TURNSTONE TRAIL	owner not available	
5775 TURNSTONE TRL	MURILLO, AUREN A	5775 TURNSTONE TRAIL	owner not available	
5771 TURNSTONE TRL	PAK, SANG	1834 BALLYBUNION DRIVE	owner not available	
5767 TURNSTONE TRL	SERRANO, BORIS E.	5767 TURNSTONE TRAIL	owner not available	
5763 TURNSTONE TRL	KHANG, CHIMENG	5763 TURNSTONE TRAIL	owner not available	
5759 TURNSTONE TRL	IORDACHE, VALENTIN	5759 TURNSTONE TRAIL	owner not available	
5755 TURNSTONE TRL	EASON, KIMBERLY J	5755 TURNSTONE TRAIL	owner not available	
5751 TURNSTONE TRL	LEE, MIN YOUNG	5751 TURNSTONE TRAIL	owner not available	
5747 TURNSTONE TRL	JONES, LEON	7815 PLEASANT HOLLOW LANE	owner not available	
5743 TURNSTONE TRL	OH, EDWARD	5743 TURNSTONE TRAIL	owner not available	
5739 TURNSTONE TRL	HODGES, DAVID	5452 OAK CREST LANE	owner not available	
5735 TURNSTONE TRL	FARMER, DONNA ANN; MASIERIS BRIAN	5735 TURNSTONE TRAIL	yes	DocuSign

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Natasha Springer

Property Owner Street Address:

5790 Turnstone Trail

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Natasha Springer
Signed by: 86C13092E0A004

Date: 3/21/2025

Certificate Of Completion

Envelope Id: 8FABC120-186E-4016-8E21-7974BBD7551F

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/21/2025 7:16:31 AM

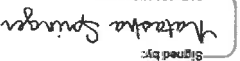
Holder: Bill Moats
bmoats@prophhecygames.com

Signer Events

Signature

Timestamp

Sent: 3/21/2025 7:18:29 AM
Viewed: 3/21/2025 7:23:55 AM
Signed: 3/21/2025 7:24:51 AM

Signed by: 
Signature Adoption: Pre-selected Style
Using IP Address: 107.193.1.34
Signed using mobile

Natasha Springer
n1spring@yahoo.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/21/2025 7:18:29 AM
3/21/2025 7:23:55 AM
3/21/2025 7:24:51 AM
3/21/2025 7:24:51 AM

Payment Events

Status

Timestamps

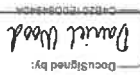
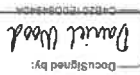
Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Daniel Wood

Property Owner Street Address:
5783 Turnstone Trl, Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:  DocuSign by: 

Date: 3/19/2025

Certificate Of Completion

Envelope Id: 18362E5C-8705-43D8-ABEA-1AD4A1DFABB6
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

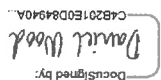
Record Tracking

Status: Original
 3/18/2025 11:13:21 AM

Holder: Bill Moats
 bmoats@prophocygames.com

Signer Events

Daniel Wood
 danielcottonwood@gmail.com
 Security Level: Email, Account Authentication
 (None)

Document signed by:

 C48201E0D8450A

Signature Adoption: Pre-selected Style
 Using IP Address: 107.140.148.192
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 11:13:52 AM
 3/19/2025 8:01:23 AM
 3/19/2025 8:02:11 AM
 3/19/2025 8:02:11 AM

Sent: 3/18/2025 11:13:52 AM
 Resent: 3/19/2025 8:00:42 AM
 Viewed: 3/19/2025 8:01:23 AM
 Signed: 3/19/2025 8:02:11 AM

Location: Docusign

Envelope Originator:

Bill Moats
 bmoats@prophocygames.com
 IP Address: 50.235.73.90

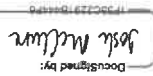
Status: Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Josh McClure

Property Owner Street Address:
5722 Turnstone Trail Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:
 DocuSign by: Josh McClure

Date: 3/18/2025

Certificate Of Completion

Envelope ID: 0101D2E5-68D8-41BC-A17C-9E16CBC641B8
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeID Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:14:03 AM

Holder: Bill Moats

bmoats@prophhecygames.com

Location: DocuSign

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:14:36 AM
 Viewed: 3/18/2025 11:21:30 AM
 Signed: 3/18/2025 11:48:13 AM

DocuSigned by:
 Josh McClure
 1F55C22918441F8...

Signature Adoption: Pre-selected Style
 Using IP Address: 107.193.4.176

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 11:14:36 AM
 3/18/2025 11:21:30 AM
 3/18/2025 11:48:13 AM
 3/18/2025 11:48:13 AM

Payment Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Hannah Paige Hayes

Property Owner Street Address:
5701 Turnstone Trl Flowery branch ga 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature: _____
Date: 3/18/2025

Signed by: 

Certificate Of Completion

Envelope Id: 54E6BBB0-2158-4437-8020-9E7265BBE0084
Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:
Document Pages: 1
Certificate Pages: 1
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator: Bill Moats
bmoats@prophhecygames.com
IP Address: 50.235.73.90

Record Tracking

Status: Original
3/18/2025 11:14:59 AM

Holder: Bill Moats
bmoats@prophhecygames.com

Location: Docusign

Signer Events

Signature

Timestamp

Sent: 3/18/2025 11:15:31 AM
Viewed: 3/18/2025 2:58:54 PM
Signed: 3/18/2025 2:59:56 PM
Hannah Paige Hayes
hannahhayes25@gmail.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature Adoption: Drawn on Device
Using IP Address: 104.28.32.193
Signed using mobile

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Payment Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed
Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:15:31 AM
3/18/2025 2:58:54 PM
3/18/2025 2:59:56 PM
3/18/2025 2:59:56 PM

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:
Donna Farmer

Property Owner Street Address:

5735 Turnstone Trail Flowery Branch GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Donna Farmer

Date: 3/19/2025

Certificate Of Completion

Envelope Id: C2EB4FA8-2D45-404E-A5EA-416A6F49AB38

Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/18/2025 11:39:37 AM

Holder: Bill Moats

bmoads@prophhecygames.com

Location: DocuSign

Envelope Originator:

Bill Moats

bmoads@prophhecygames.com

IP Address: 50.235.73.90

Signer Events

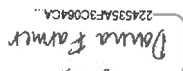
Signature

Timestamp

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Viewed: 3/19/2025 8:20:45 AM
Signed: 3/19/2025 8:22:01 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature Adoption: Pre-selected Style
Using IP Address: 172.58.1.96
Signed using mobile

Document signed by:

224535AF3C06CA...

Donna Farmer
donnafarmer75@yahoo.com
Security Level: Email, Account Authentication
(None)

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

3/18/2025 11:40:10 AM
3/19/2025 8:20:45 AM
3/19/2025 8:22:01 AM
3/19/2025 8:22:01 AM

Payment Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Qiana Butler

Property Owner Street Address:

5803 Turnstone Trail Flowery Branch, GA. 30542

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:


Signed by: Qiana Butler

Date: 3/18/2025

Certificate Of Completion

Envelope Id: B21A4DAF-F860-4B03-8093-78C78265B926
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf

Source Envelope:
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 Certificate Pages: 1
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
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 Holder: Bill Moats
 bmoats@prophhecygames.com
 Location: Docusign

Signer Events

Signature

Timestamp

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 Viewed: 3/18/2025 9:18:59 AM
 Signed: 3/18/2025 9:20:32 AM

Qiana Butler
 vptreassummitakefbhoa@outlook.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature Adoption: Drawn on Device
 Using IP Address: 198.246.100.83
 Signed using mobile

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed
 Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 9:18:24 AM
 3/18/2025 9:18:59 AM
 3/18/2025 9:20:32 AM
 3/18/2025 9:20:32 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

HUMBERTO CHOUA

Property Owner Street Address:

5940 HOOT OWL LN.

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Date: 03/20/25



Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowery Branch PTV Route Plan	Original Signature
5662 WHISTLING SPARROW LN	POSADA, HUMBERTO	5662 WHISTLING SPARROW LANE	owner not available	
5666 WHISTLING SPARROW LN	GAUTHIER, JR, BRENT L	5666 WHISTLING SPARROW LANE	owner not available	
5670 WHISTLING SPARROW LN	VEAL, WENDELL R	5670 WHISTLING SPARROW LANE	owner not available	
5674 WHISTLING SPARROW LN	MORRIS, MICHAEL	5674 WHISTLING SPARROW LANE	owner not available	
5678 WHISTLING SPARROW LN	PEROZO HERNANDEZ, JOSE C.	5678 WHISTLING SPARROW LANE	owner not available	
5682 WHISTLING SPARROW LN	KING, BROOKS BRITTANY	5682 WHISTLING SPARROW LANE	yes	Docusign
5665 WHISTLING SPARROW LN	DALE, SPENCER L	5665 WHISTLING SPARROW LANE	owner not available	
5669 WHISTLING SPARROW LN	OLVERA, EMILY HAMMOND, DANIEL CARLOS	5669 WHISTLING SPARROW LANE	yes	Docusign

Homes 8
10% 0.8
Yes 2

Whistling
Sparrows

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Brittany King

Property Owner Street Address:

5682 Whistling Sparrow Ln

By my signature below, I support being placed on Flowery Branch's PVT Route Plan.

Property Owner Signature:

Signed by:

Brittany King

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 5B1B3764-08AE-4318-AB50-8830A5A5B1C7
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 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

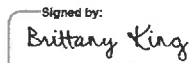
Status: Original
 3/18/2025 11:07:22 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Brittany King
 bking306@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 4F3C234C796F4D6...

Signature Adoption: Pre-selected Style
 Using IP Address: 174.201.167.108
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:07:54 AM
 Viewed: 3/18/2025 11:10:17 AM
 Signed: 3/18/2025 11:11:51 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/18/2025 11:07:54 AM
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Signing Complete	Security Checked	3/18/2025 11:11:51 AM
Completed	Security Checked	3/18/2025 11:11:51 AM

Payment Events

Status

Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

daniel olvera

Property Owner Street Address:

5669 Whistling Sparrow Lane Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

PT8008F038FF47P

Date: 3/18/2025

Certificate Of Completion

Envelope Id: 1C93F4DC-0D7E-45A8-8491-5256AE2B4758
 Subject: Complete with Docusign: PTV Petition Form March 18 2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

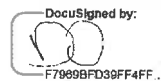
Status: Original
 3/18/2025 11:30:52 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Daniel Olvera
 dcolvera23@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature



Signature Adoption: Drawn on Device
 Using IP Address: 107.193.2.52
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:31:24 AM
 Viewed: 3/18/2025 3:01:05 PM
 Signed: 3/18/2025 3:01:38 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	3/18/2025 3:01:38 PM
Completed	Security Checked	3/18/2025 3:01:38 PM
Payment Events	Status	Timestamps

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
6042 TRUMPET FLOWER AVE	HEISEY, ETHAN PEARCE	6042 TRUMPET FLOWER AVENUE	owner not available	
6038 TRUMPET FLOWER AVE	NEWTON, WESLEY AARON	6038 TRUMPET FLOWER AVENUE	owner not available	
6034 TRUMPET FLOWER AVE	ZINSLI, MICHAEL	6034 TRUMPET FLOWER AVE	owner not available	
6030 TRUMPET FLOWER AVE	RUIZ, EDWIN ANDRES QUITIAN	6030 TRUMPET FLOWER AVENUE	owner not available	
6043 TRUMPET FLOWER AVE	SHEVCHENKO, JR., JAMES PHILIP	6043 TRUMPET FLOWER AVENUE	owner not available	
6047 TRUMPET FLOWER AVE	VELASQUEZ-GARCIA, VILMA G.	6047 TRUMPET FLOWER AVENUE	owner not available	
6063 TRUMPET FLOWER AVE	PENA VALLES, SOFIA V.	6063 TRUMPET FLOWER AVENUE	owner not available	
6075 TRUMPET FLOWER AVE	LOPEZ GARCIA, JOSE M.	6075 TRUMPET FLOWER AVENUE	owner not available	
6079 TRUMPET FLOWER AVE	ATIENZA, JON PAUL LANDICHO	6079 TRUMPET FLOWER AVENUE	owner not available	
6086 TRUMPET FLOWER AVE	LECOEUVRE, JOEL ROBERT	6086 TRUMPET FLOWER AVENUE	owner not available	
6082 TRUMPET FLOWER AVE	CAMACARO RODRIGUEZ, ORLANDO JOSE	6082 TRUMPET FLOWER AVENUE	owner not available	
6078 TRUMPET FLOWER AVE	CORREA LINARES, GABRIELA.	6078 TRUMPET FLOWER AVENUE	owner not available	
6074 TRUMPET FLOWER AVE	BEDWELL JR, ROBERT PHILLIP	6074 TRUMPET FLOWER AVENUE	yes	DocuSign
6070 TRUMPET FLOWER AVE	BELLO HERNANDEZ, MARIA M.	6070 TRUMPET FLOWER AVE	owner not available	
6066 TRUMPET FLOWER AVE	YANG, MAOQIAO	5765 BRIDLETON CROSSING	owner not available	
6062 TRUMPET FLOWER AVE	ROSADO, DEIVI ALFREDO VILLEG	6062 TRUMPET FLOWER AVENUE	owner not available	
6058 TRUMPET FLOWER AVE	BARRIOS PINA, ANTHONY RICHARD	6058 TRUMPET FLOWER AVENUE	owner not available	
6054 TRUMPET FLOWER AVE	SULISTIO, WIDJAJA	4936 HIBERNIA DRIVE	owner not available	
6050 TRUMPET FLOWER AVE	LEIDY, MARIANNE S	6050 TRUMPET FLOWER AVE	yes	DocuSign
6046 TRUMPET FLOWER AVE	AWDI, RIMA AHMAD	6046 TRUMPET FLOWER AVENUE	owner not available	

Wild Olive

Homes 20
10% 2
Yes 2

Street Address	Property Owner Name (per GIS)	Mailing Address	I support being added to the Flowerly Branch PTV Route Plan	Original Signature
5608 WILD OLIVE DR	TRAN, QUOC T.	5608 WILD OLIVE DRIVE	owner not available	
5612 WILD OLIVE DR	PALACIOS, OLIVIA	5612 WILD OLIVE DRIVE	owner not available	
5616 WILD OLIVE DR	CONES, IMANI J	5616 WILD OLIVE DR	owner not available	
5620 WILD OLIVE DR	MERCADO, PABLO	5620 WILD OLIVE DRIVE	owner not available	
5624 WILD OLIVE DR	SMITH, LAMIESHEA BILAL	5624 WILD OLIVE DRIVE	owner not available	
5628 WILD OLIVE DR	SOLES, BRITTANY	5628 WILD OLIVE DRIVE	owner not available	
5632 WILD OLIVE DR	SUMMERVILLE, ROGER W	5632 WILD OLIVE DRIVE	owner not available	
5636 WILD OLIVE DR	BEDOYA, CESAR HUMBERTO	5636 WILD OLIVE DRIVE	owner not available	
5640 WILD OLIVE DR	HAYNES, JUSTIN R	5640 WILD OLIVE DRIVE	owner not available	
5644 WILD OLIVE DR	BAILEY, JENNIFER F	5644 WILD OLIVE DRIVE	yes	DocuSign
5648 WILD OLIVE DR	FERNANDEZ, MADELIN M	5648 WILD OLIVE DRIVE	owner not available	
5609 WILD OLIVE DR	NILAND, GARY DAVID	5609 WILD OLIVE DRIVE	owner not available	
5613 WILD OLIVE DR	SLADEK, WENDY	5613 WILD OLIVE DRIVE	yes	DocuSign
5617 WILD OLIVE DR	TRACY-SCHUMACHER, SUZANNE LEA	5617 WILD OLIVE DRIVE	owner not available	

Homes 14
10% 1.4
Yes 2

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

Jennifer Bailey

Property Owner Street Address:

5644 wild olive Drive

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

Signed by:

8022CDE43B14F8

Date: 3/18/2025

Certificate Of Completion

Envelope Id: F462BB54-4CEE-49A5-B048-6700710BEDF8
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Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:29:27 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Jennifer Bailey
 jenniferbailey2008@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 6822CBE43AB14F8...

Signature Adoption: Drawn on Device
 Using IP Address: 128.92.189.83
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:30:01 AM
 Viewed: 3/18/2025 11:56:39 AM
 Signed: 3/18/2025 11:58:00 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 11:30:01 AM
Certified Delivered	Security Checked	3/18/2025 11:56:39 AM
Signing Complete	Security Checked	3/18/2025 11:58:00 AM
Completed	Security Checked	3/18/2025 11:58:00 AM
Payment Events	Status	Timestamps

Summit Lake PTV Route Plan Petition to the City of Flowery Branch

Property Owner Name:

wendy Sladek

Property Owner Street Address:

5613 Wild Olive Drive Flowery Branch, GA 30542

By my signature below, I support being placed on Flowery Branch's PTV Route Plan.

Property Owner Signature:

DocuSigned by:

Wendy Sladek

Date: 3/20/2025

Certificate Of Completion

Envelope Id: DED2AEEC-9320-4F09-A9C4-2AE356CDFAF4
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 Source Envelope:
 Document Pages: 1
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 AutoNav: Enabled
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Status: Completed

Envelope Originator:
 Bill Moats
 bmoats@prophecygames.com
 IP Address: 50.235.73.90

Record Tracking

Status: Original
 3/18/2025 11:30:10 AM
 Holder: Bill Moats
 bmoats@prophecygames.com

Location: DocuSign

Signer Events

Wendy Sladek
 wjsladek@hotmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 94E1F186FD884A2...

Signature Adoption: Pre-selected Style
 Using IP Address: 162.206.34.187
 Signed using mobile

Timestamp

Sent: 3/18/2025 11:30:42 AM
 Viewed: 3/18/2025 11:49:14 AM
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Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

3/18/2025 11:30:43 AM
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 3/20/2025 3:49:50 AM
 3/20/2025 3:49:50 AM

Payment Events

Status

Timestamps



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Adopting Resolution 25-004 - Safe Streets for All Action Plan - A Resolution of the City of Flowery Branch, GA to Approve and Adopt a Goal to Work Towards Zero Traffic-Related Deaths and Serious Injuries by 2050.

COUNCIL MEETING DATE: May 15, 2025

HISTORY:

FACTS AND ISSUES:

Hall County, Gainesville, Oakwood and Flowery Branch are working together to end fatalities and serious injury on Hall County roadways by developing a Safe Streets for All (SS4A) Safety Action Plan.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

The Hall County Safety Action Plan is a result of the \$240,000 SS4A award received in 2023, and was made possible through a collaborative effort between Hall County; the Cities of Oakwood, Flowery Branch, and Gainesville; and the Hall County Safety Steering Committee, led by members of the Gainesville-Hall Metropolitan Planning Organization (GHMPO). This plan will guide the County's approach to road safety, to maximize the number of lives saved.

Pursuant to Resolution 24-004, the City of Flowery Branch has the opportunity to commit to a goal of zero crashes and fatalities in Flowery Branch by 2025. Per GHMPO:

1. In order for you to now apply for SS4A implementation funding, your jurisdiction **MUST** adopt the Safety Action Plan via resolution, which states that you are committing to a goal of zero crashes and fatalities in your jurisdiction by 2050. Please note that even though this language is required, it is just a goal – there is no penalty if we do not meet those reduction targets, but it does signal to FHWA the commitment to making our streets safer at a local level. The plan should be finalized by the end of April, so please schedule the adoption of this document by your board sometime in May or early June.
2. The next round of applications for SS4A Implementation Funds is open and the applications are due by Thursday, June 26, 2025. You need to have the Safety Action Plan adopted before you can apply.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Adopt Resolution 25-004

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Resolution 24-004 SS4A Safety Action Plan.pdf](#)
- [Flowery Branch Resolution - SS4A Safety Action Plan.pdf](#)
- [2025-4-24-final-hall-safety-action-plan.pdf](#)
- [2025-4-24-final-hall-safety-action-plan-appendices.pdf](#)



Memorandum

To: City of Flowery Branch, Mayor, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: May 15, 2025

Subject: Executive Summary of Resolution 24-004

Hall County, Gainesville, Oakwood and Flowery Branch are working together to end fatalities and serious injury on Hall County roadways by developing a Safe Streets for All (SS4A) Safety Action Plan.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

The Hall County Safety Action Plan is a result of the \$240,000 SS4A award received in 2023, and was made possible through a collaborative effort between Hall County; the Cities of Oakwood, Flowery Branch, and Gainesville; and the Hall County Safety Steering Committee, led by members of the Gainesville-Hall Metropolitan Planning Organization (GHMPO). This plan will guide the County's approach to road safety, to maximize the number of lives saved.

Pursuant to Resolution 24-004, the City of Flowery Branch has the opportunity to commit to a goal of zero crashes and fatalities in Flowery Branch by 2025. Per GHMPO:

1. **In order for you to now apply for SS4A implementation funding, your jurisdiction MUST adopt the Safety Action Plan** via resolution, which states that you are committing to a goal of zero crashes and fatalities in your jurisdiction by 2050. Please note that even though this language is required, it is just a goal – there is no penalty if we do not meet those reduction targets, but it does signal to FHWA the commitment to making our streets



safer at a local level. The plan should be finalized by the end of April, so please schedule the adoption of this document by your board sometime in May or early June.

2. The next round of applications for **SS4A Implementation Funds** is open and the applications are due by **Thursday, June 26, 2025**. You need to have the Safety Action Plan adopted before you can apply.

Flowery Branch, GEORGIA

RESOLUTION 25-004 – Safe Streets for All Action Plan.

A RESOLUTION OF THE CITY OF FLOWERY BRANCH, GA TO APPROVE AND ADOPT A GOAL TO WORK TOWARDS ZERO TRAFFIC-RELATED DEATHS AND SERIOUS INJURIES BY 2050

WHEREAS between 2018 and 2022, Hall County, Georgia has lost 130 people and witnessed another 625 people experience a serious or life-threatening injury due to traffic collisions; and

WHEREAS crashes that result in death or serious injury are not inevitable, but largely preventable, and the City of Flowery Branch, GA acknowledges that the only acceptable goal is to eliminate traffic-related deaths and serious injuries; and

WHEREAS creating safe, user-friendly streets will encourage active transportation, improving population health, air quality, access to healthy foods, and overall public well-being; and

WHEREAS the Hall County Safety Action Plan will present the City of Flowery Branch GA commitment and recommended strategies to eliminating traffic-related deaths and serious injuries; and

WHEREAS the Hall County Safety Action Plan will highlight needs for historically disadvantaged communities and the most vulnerable users of the transportation system;

NOW, THEREFORE LET IT BE RESOLVED, that the City of Flowery Branch, GA do hereby approve and adopt the following:

1. The City of Flowery Branch, GA hereby establishes a goal of zero traffic-related deaths and serious injuries by the year 2050, and
2. The City of Flowery Branch, GA is dedicated to measuring the progress of this goal and will provide quantitative metrics that are reported with future updates to the Safety Action Plan.

Approved this 15th day of May, 2025.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Hall County Safety Action Plan

ADOPTED MAY 2025

HALL COUNTY, GEORGIA



Acknowledgments

Hall County in partnership with the Gainesville–Hall Metropolitan Planning Organization (GHMPO) and the Cities of Flowery Branch, Gainesville, and Oakwood, commissioned the Hall County Safety Action Plan. The project partners thank the residents of Hall County for their contributions of time and expertise through the plan's public involvement process.

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01

Safe Streets and Roads for All

Thompson Memorial Bridge, Thompson Bridge Road,
Gainesville, GA

Why Do We Need Safer Streets?

Local partners are working together to end fatalities and serious injury on Hall County's roadways.

Between 2018 and 2022, Hall County saw 33,697 crashes on roadways outside of its interstates. Of these, 123 crashes resulted in 130 deaths, and 496 crashes led to 625 serious, life-changing injuries. Although only 206 crashes involved a bicyclist or pedestrian, a quarter of those crashes resulted in a fatality or serious injury. Making transportation in Hall County safer to end fatal and serious injury crashes is a many-headed problem that is spread across the entire county.

To begin the work of addressing this problem, Hall County and the Cities of Oakwood, Flowery Branch, and Gainesville came together to apply to the Safe Streets and Roads for All (SS4A) Grant Program from the US Department of Transportation's (USDOT's) Federal Highway Administration (FHWA).

This Hall County Safety Action Plan is a result of the \$240,000 SS4A award received in 2023, and was made possible through a collaborative effort between Hall County; the Cities of Oakwood, Flowery Branch, and Gainesville; and the Hall County Safety Steering Committee, led by members of the Gainesville-Hall Metropolitan Planning Organization (GHMPO). This plan will guide the County's approach to road safety, to maximize the number of lives saved.

Over the last 10 years, safety has shifted from the traditional 3Es of Education, Engineering, and Enforcement to the FHWA's Safe System Approach and Vision Zero core principles. This Safety Action Plan uses the FHWA Safe System Approach to address fatal and severe injuries on Hall County roadways.



Pedestrian walks along road without sidewalks in Hall County, GA



Motorcyclist turning onto Athens Hwy, in unincorporated Hall County, GA

Safe System Approach

The Safe System Approach acknowledges that humans make mistakes, that deaths on the roadway are unacceptable, and that transportation facilities should be designed to limit mistakes and protect people from dangerous crashes. The five elements of the Safe System Approach can be seen in Figure 1.

The Hall County Safety Action Plan and associated strategies and action items are guided by the FHWA Safe System Approach principles:

- **Safer Road Users:** Encourage safe, responsible driving and behavior by people who use our roads and create conditions that prioritize their ability to reach their destination unharmed. Safer behavior among individuals can be promoted through targeted safety education campaigns and training, as well as targeted enforcement initiatives.
- **Safer Roads:** Design roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safe travel by the most vulnerable users. The strategies involve prioritizing safety treatments along the high injury network (HIN), coordinating rural safety improvements, and enhancing safety for vulnerable road users.

- **Safer Vehicles:** Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes on both occupants and non-occupants. Under this category, the focus is on incorporating safety technology into County-owned vehicles.
- **Safer Speeds:** Promote safer speeds in all roadway environments through a combination of thoughtful, equitable, context-appropriate roadway design, appropriate speed-limit setting, and enforcement. Actions include identifying and implementing target speeds along HIN corridors and expanding the use of safety cameras in school zones during school hours.

- **Post-Crash Care:** To reduce the frequency and severity of future crashes, it is important to prioritize the use of crash data to identify and address risks proactively. The strategies involve the creation of a multidisciplinary team to identify potential engineering improvements to prevent tragedies from occurring.

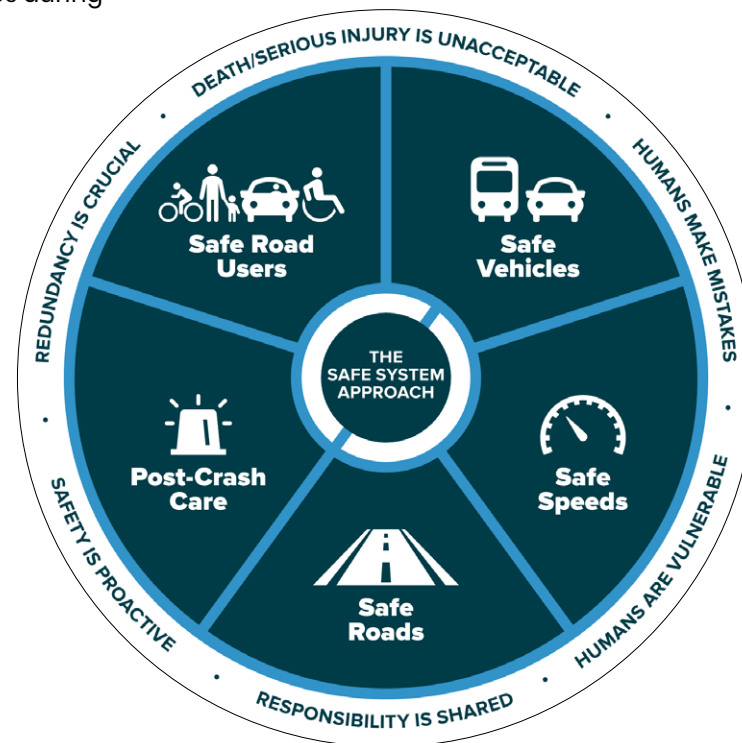


Figure 1 • The Safe System Approach. Source: FHWA

Leadership and Commitment

In 2025, GHMPO committed to eliminating deaths and serious injuries on local, county, and non-interstate state roads by 2050 by adopting a Safe System Approach. Strengthening partnerships and working together will be crucial to achieving the common objective of increasing road user safety. For years, GHMPO, Hall County, and various municipalities have worked toward improving roadway safety through specific efforts, plans and policies, data collection, and analyzing safety data.

Table 1 • Milestones Toward a Safer Transportation Network

YEAR	MILESTONE
2014	Bicycle and Pedestrian Plan Update. The plan focused on the development of shared-use trails as off-road facilities for cyclists and pedestrians.
2017	Sidewalk Inventory Report. The report identified areas for improvement and increased connectivity.
2017	Complete Streets Policy adopted to incorporate Complete Streets improvements at every stage of roadway life (planning, funding, design, construction, operations, and maintenance).
2018	Safety, Bridge and Pavement, and Transit Asset Management performance targets established. Implemented in 2018, and renewed and updated periodically.
2020	Regional Transportation Plan. The plan determined safety objectives to reduce crashes on the region's transportation system.
2025	2025 Bicycle and Pedestrian Plan Update to be adopted in May of 2025.
2025	Hall County finalizes Safety Action Plan.

Call to Action:

In 2025, GHMPO endorsed a Vision Zero goal to eliminate traffic deaths and serious injuries by 2050 on the region's street network.

Through the development of this Safety Action Plan, we identified a roadmap to implementation of strategies, policies, actions, and projects to address safety issues impacting our community. This plan will assist in coordinating resources among agencies, organizations, and individuals of our community.

Steering Committee

The Safety Action Plan was supported by the Hall County Safety Steering Committee. The committee was made up of representatives from across the county (see Table 1), including GHMPO, municipalities, and different County departments, to ensure that the plan was realistic and that responsibility for implementation would be shared among the different agencies. The steering committee met three times during the plan's development process, to gain an understanding of the county's crash profiles, provide expert local input on findings, and collaborate with the project team to develop relevant, practical strategies.

Members of the steering committee shared responsibilities, such as reviewing planning components, participating in interviews, attending and participating in stakeholder meetings, providing expert input and connections to other important stakeholders as needed, and collaborating with Hall County staff and the consultant project team in the development of the Hall County Safety Action Plan.

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City of Buford	Dan Branch, Director, Public Safety
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Hall County Fire Department	Jerry Smith, Fire Chief Brenda Brady, Administrative Secretary
Hispanic Alliance	Vanesa Sarazua, Founder and CEO
Greater Hall Chamber of Commerce	Anna Hester, Executive Director, Vision 2030

02

Safety Analysis



White Sulphur Road,
Gainesville, GA

Where Are the Most Unsafe Streets?

Some streets are more dangerous than others. By determining which streets have the highest concentrations of crash-related injuries or deaths, Hall County can focus improvements where they will save the most lives.

What Is a High Injury Network?

Official Safety Action Plan guidance released by the Federal Highway Administration (FHWA) cites eight specific components of successful plans, including a full safety analysis. As part of that, a “geospatial identification of higher-risk locations (a high injury network or equivalent)” is needed. Simply put, a high injury network (HIN) represents the portions of the roadway network where there is a high frequency of severe crashes. Identifying HINs can help target safety improvements and guide investments. For Hall County, the HINs were developed using crash data for all roads excluding I-985.

Hall County’s HINs

For the purposes of Hall County’s Safety Action Plan, the project team developed four separate HINs using data from 2018 through 2022—one HIN for bicyclists and pedestrians; one for motorcyclists; and one for all modes of travel. Identifying HINs by mode of travel allows Hall County to identify issues that may present specific risks to certain groups of travelers or types of crashes. The team also developed a high injury intersection network (HIIN), focused on intersections that have the largest concentration of fatal or serious injury crashes. This HIIN can help the County address a range of safety issues specific to intersection design and configuration.

Crash Weighting and Multipliers

To focus on the most severe crashes and most vulnerable road users, numerical scores were assigned to crashes to account for severity, number of victims, and demographics. Using relevant case studies and learned experience, weights were determined that balanced emphasizing fatal and severe injury crashes, without diminishing the risks still posed by minor injury crashes. Each crash was assigned a severity score based on three factors:

Severity: fatal crashes were given a value of 25, serious injury crashes were given a value of 10, and minor injury crashes were given a value of 1.

Number of Victims: crashes involving two or more severe injuries or fatalities had their values multiplied by 1.5.

Equity: crashes that occurred within areas identified as equity emphasis areas were multiplied by 2.0 for each of three factors (for a potential final multiplier of 8.0 if all three are met).

Equity emphasis areas, see Figure 2, were identified using Justice40 metrics and census data. A total of 11 census tracts were identified as equity emphasis areas (see Chapter 2 for details).

The final aggregated and weighted severity score is calculated as follows:

(weighted severity score) x (victim multiplier) x (transportation equity multiplier) x (linguistic equity multiplier) x (income equity multiplier) = (final severity score)

The crash severity scores were then linked to road segments. Major corridors were divided as closely into 500-foot segments as possible to normalize scores for roadway length.¹

Crashes that occurred within 30 feet of each segment's centerline were spatially joined to the road segment and aggregated to the severity portion's total severity score. The final severity score was then calculated for each segment.

¹ The project team undertook an intense "network smoothing" effort to eliminate short gaps and spurs in roadways that might skew final scoring efforts; this involved removing and merging of roadway segments less than 500 feet in length with other roadway segments to increase overall length.



33,697

The project team analyzed 33,697 crashes that occurred between January 1, 2018 and December 31, 2022 (excluding along I-985).



130

During that period, 130 people lost their lives in crashes along Hall County roadways.



625

Another 625 individuals suffered serious injuries from 495 separate crashes within Hall County.

Motorcycle High Injury Network

During the analysis period, 471 crashes involved motorcycles, representing 1.40% of all non-interstate crashes. However, 99 of these resulted in fatal and severe injury crashes, representing 16.02% of all fatal and severe injury crashes in Hall County. Motorcycle crashes disproportionately result in serious injuries and fatalities, compared to crashes overall—an indication that motorcycle crashes tend to be more dangerous. Having a motorcycle HIN (MHIN) will allow Hall County to tailor potential policy and design solutions specifically to reduce risks for motorcyclists (see Map 1). See page 16 for a full overview of Hall County's MHIN.

Bicycle/Pedestrian High Injury Network

More than 200 crashes involved pedestrians or bicyclists within Hall County between 2018 and 2022—making up just 0.61% of all crashes. However, bicycle and pedestrian crashes make up 8.9% (55 crashes) of all fatal and severe injury crashes. Crashes that involve these vulnerable users are significantly more likely to result in serious or fatal injuries. In total, eight crashes involved cyclists, and 47 crashes involved pedestrians between 2018 and 2022. A bicycle/pedestrian HIN (BPHIN) can help Hall County target bicycle- and pedestrian-appropriate safety improvements where they are most needed. See page 18 for a full overview of Hall County's BPHIN.

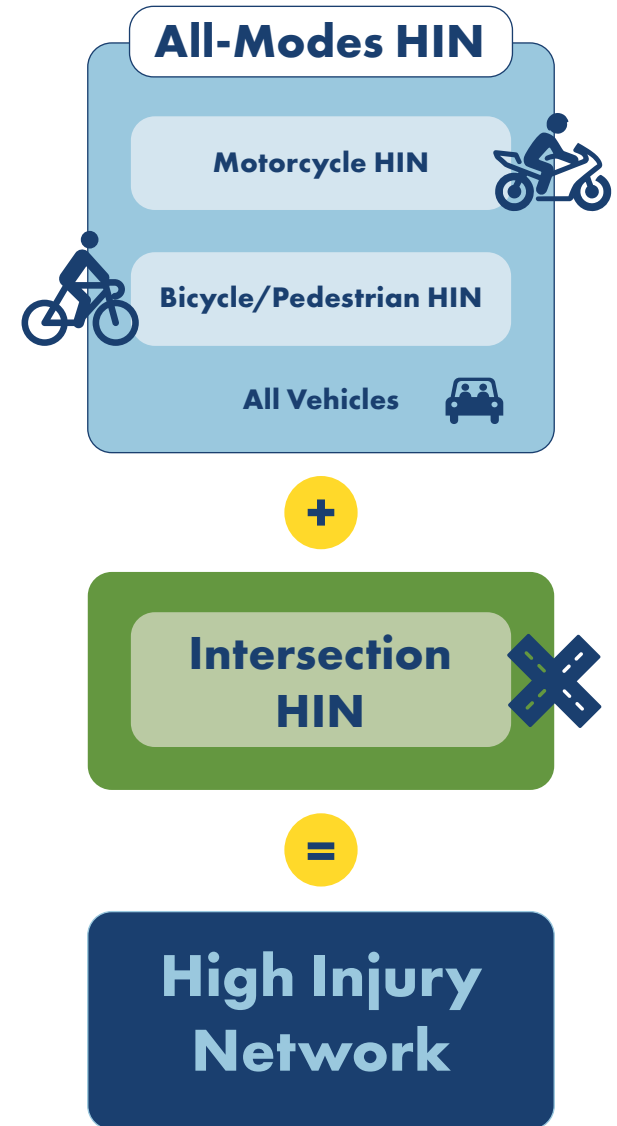
All-Modes High Injury Network

In addition to the mode-specific HINs, the team also analyzed all crashes, regardless of vehicle type or mode of travel. An all-modes HIN (AMHIN) helps pinpoint where fatal and severe injury crashes are more likely to occur, regardless of who is driving, or what vehicle is involved. Of the 33,697 total crashes that occurred within Hall County during the study period, 618 crashes (2.18%) resulted in serious or fatal injuries, seriously injuring or killing 755 individuals. See page 20 for a discussion of the AMHIN.

High Injury Intersection Network

Intersections are frequently the site of a range of serious injury and fatal crashes, due in part to the number of potential conflict points between vehicles, pedestrians, and bicyclists. Hall County's HIIN was developed in a similar manner to the HINs for roadway corridors. Using the same crash severity scores, the HIIN comprises all crashes within 300 feet of intersections that involve at least one collector roadway (or road with equal or higher functional classification). See page 22 for further discussion of the HIIN.

For additional information on the High Injury Network Methodology, see Appendix A.





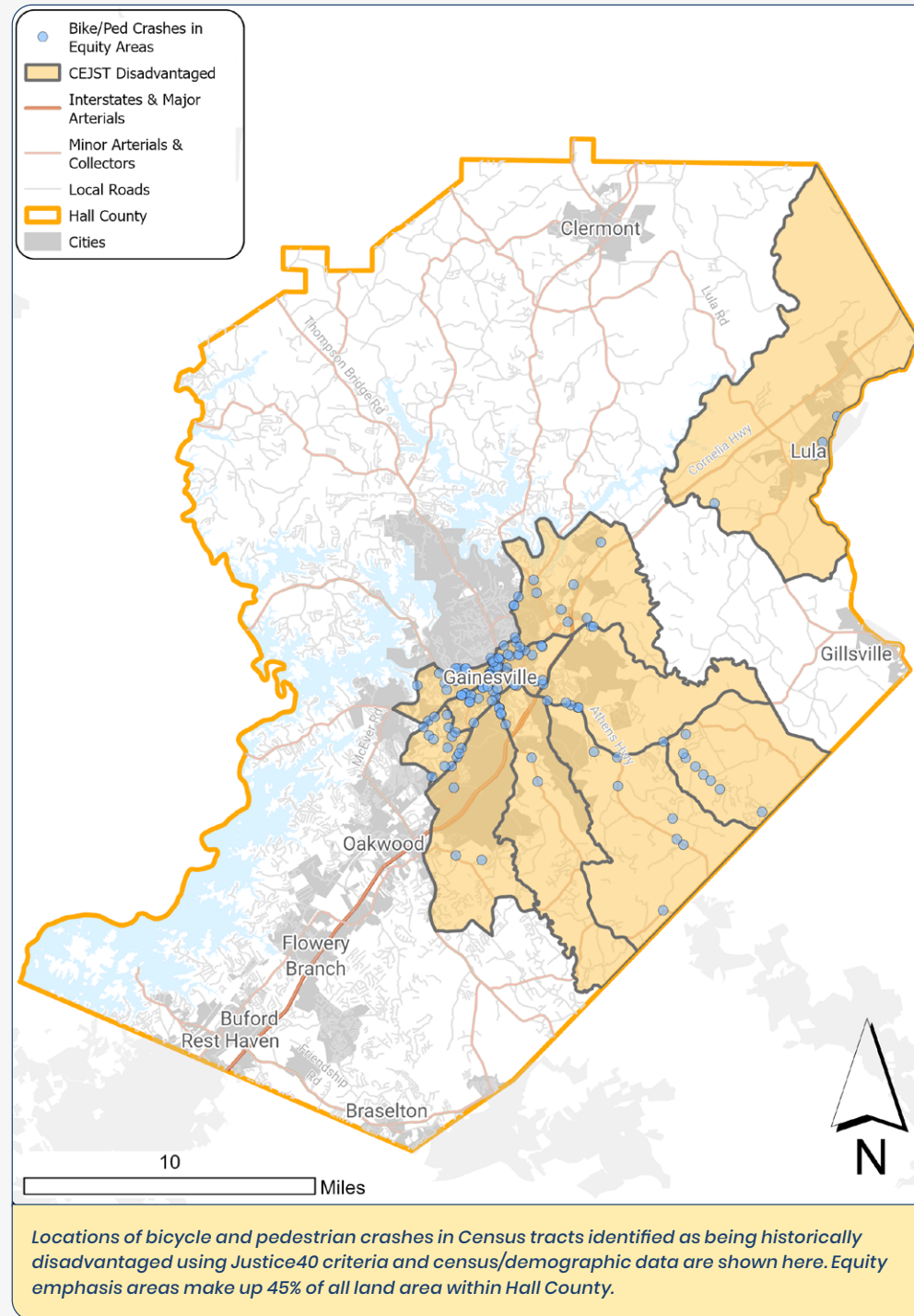
Equity Emphasis Areas

Equity considerations are required for any plan funded through the Safe Streets and Roads for All (SS4A) program. Furthermore, the US Department of Transportation (USDOT) has identified equity as a department-wide strategic goal, and to that end, provides resources and guidance to help communities identify historically disadvantaged, underserved, and overburdened populations. A variety of socioeconomic and demographic characteristics are considered as part of these analyses, including statistics related to income, race/ethnicity, educational attainment, health, housing, transportation, and others.

Using the federal government's Justice40 initiative as a guide, 11 census tracts within Hall County were determined to have significant populations of "disadvantaged" people and households, as shown in Figure 2. The areas identified as disadvantaged are roughly in the central and southeastern portions of the county, with an additional tract in the northeast around the city of Lula. Characteristics of these areas include lower-income households, lower high school graduation rates, greater barriers to transportation, higher instances of heart disease, and closer proximity to contaminated sites requiring monitoring by the US Environmental Protection Agency.

These areas represent about 45% of the land area of Hall County and are also the site of roughly 48% of all crashes in Hall County (excluding those on I-985) between 2018 and 2022. A comparison of crashes within disadvantaged areas to totals in Hall County overall reveals that pedestrian-related crashes are far more likely in disadvantaged areas: 64% of all pedestrian crashes in the county occurred in disadvantaged census tracts (107 out of 167 crashes). On the whole, serious injury and fatal crashes in disadvantaged areas are on par proportionately to the total in Hall County: 292 in equity emphasis areas compared to 618 total, or roughly 47%.

For additional information on the Equity Analysis Methodology and Results, see Appendix A.

Figure 2 • Equity Emphasis Areas

Motorcycle High Injury Network

Because they are relatively unprotected compared to drivers or passengers of other types of vehicles (e.g., sedans and pickup trucks), motorcyclists can be considered vulnerable roadway users—similar to pedestrians and bicyclists. In addition to the lack of physical protection, factors such as speed, turning movements, and visibility may also be correlated with motorcycle crashes.

During the study period (2018 to 2022), 471 motorcycle-related crashes occurred on non-interstate roads within Hall County. A breakdown of those crashes by severity can be seen below. The MHIN includes 100% of all fatal, serious injury, and visible/minor injury motorcycle crashes. These tend to be concentrated along roads with higher speeds in the central and southern parts of the county, and in Gainesville, as shown in Map 1. Key corridors include:

- ➔ Cornelia Highway
- ➔ Nopone Road
- ➔ Holiday Road/Friendship Road

Figure 3 • Motorcycle Crashes by Severity

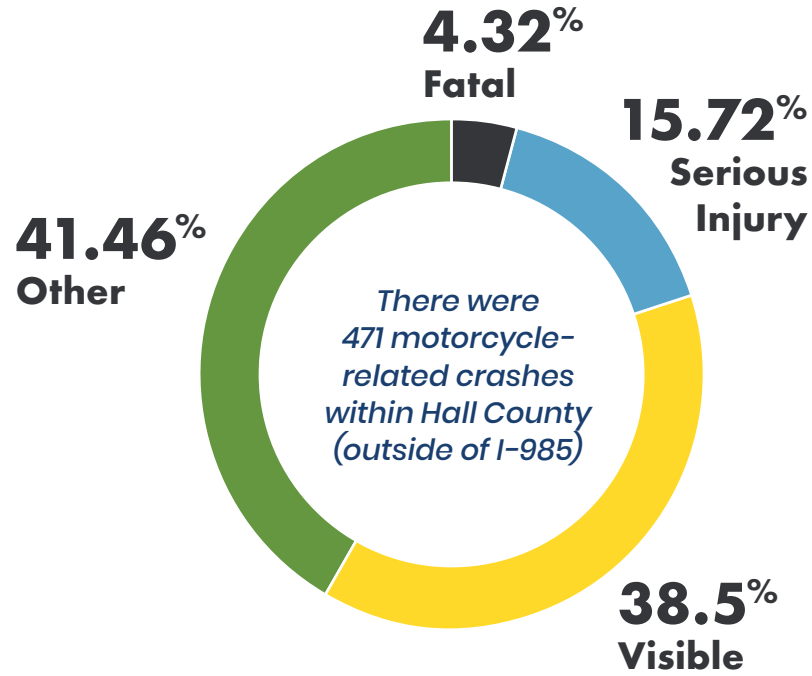


Table 2 • Motorcycle Crashes by Year & Severity

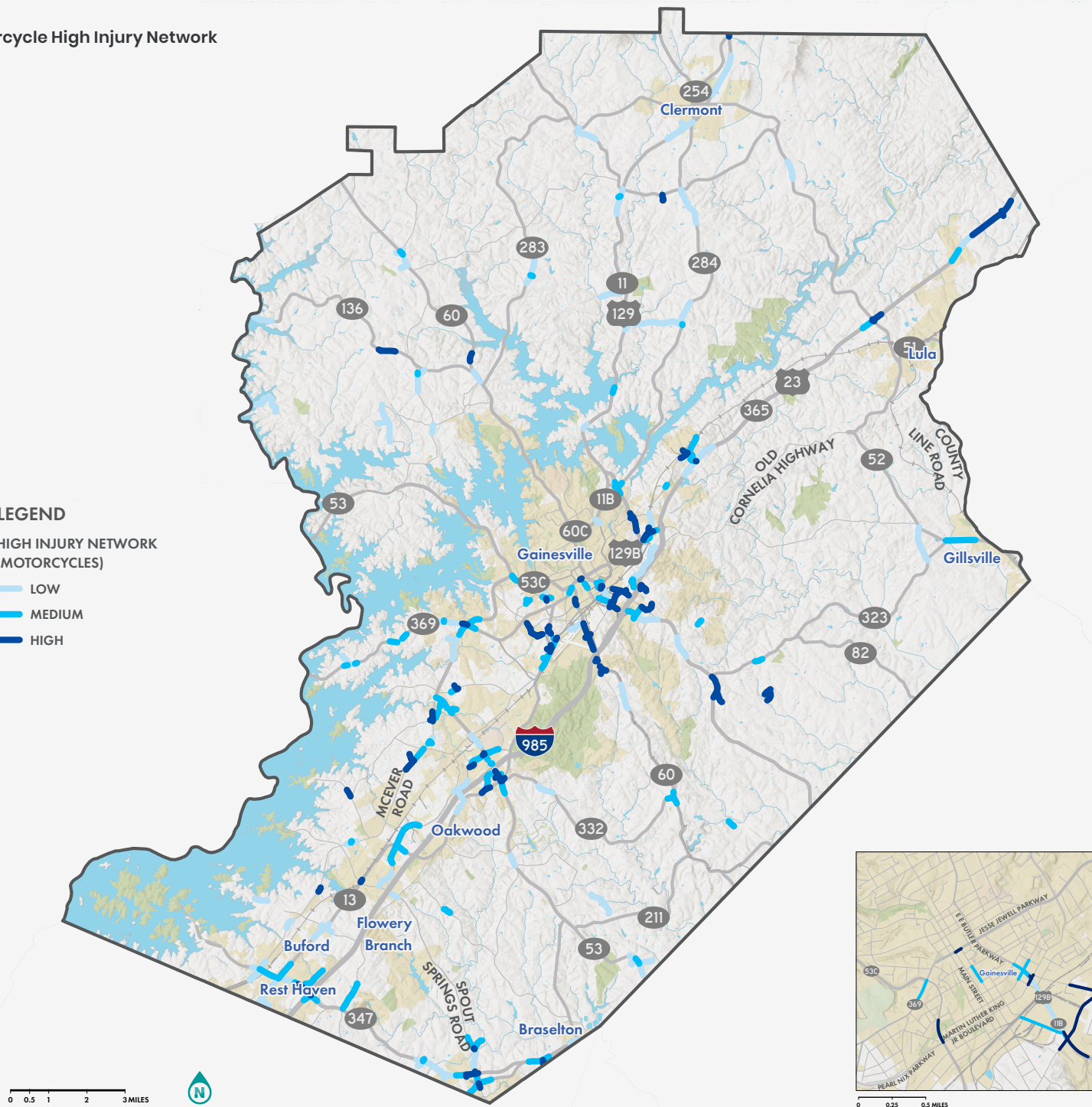
YEAR	FATAL	SERIOUS INJURY	OTHER	TOTAL
2018	5	10	71	86
2019	1	11	76	88
2020	2	23	64	89
2021	4	15	78	97
2022	9	19	83	111

Map 1 • Motorcycle High Injury Network

LEGEND

HIGH INJURY NETWORK
(MOTORCYCLES)

- LOW
- MEDIUM
- HIGH



Bicycle/Pedestrian High Injury Network

Perhaps even more vulnerable than motorcyclists, both bicyclists and pedestrians are at higher risk of crashes and traffic violence. Like motorcyclists, they are also considered vulnerable road users. In total, 206 crashes involved either a pedestrian or a bicyclist. Of these, 54 (26%) resulted in fatal or serious injuries. The BPHIN includes 100% of all fatal injury, serious injury, and visible/minor injury bicycle/pedestrian crashes. This includes:

- 19 fatal crashes
- 35 serious injury crashes
- 59 visible injury crashes

Most crashes involving pedestrians within Hall County between 2018 and 2022 were located closer to historic city centers with diverse land uses and active commercial activity. In fact, a majority of the BPHIN within Hall County is located within incorporated areas of the county, such as Gainesville, as well as other cities (see Map 2). Key corridors within the BPHIN include:

- US 129/Athens Highway
- Holly Springs Road
- Lula Road

While the majority of pedestrian- and bicyclist-related crashes occurred near intersections, there were also a significant number of pedestrian/bicyclist crashes away from intersections on corridors that lack sidewalks. In total, during the analysis period, 21 fatal and severe injury crashes, involving pedestrians or bicyclists occurred on corridors that did not have sidewalks present, representing roughly 38% of all severe bicycle/pedestrian crashes. This includes seven fatal injury crashes (all involved pedestrians), and 14 serious injury crashes (four bicyclist crashes and 10 pedestrian crashes). Crashes fitting this profile pose a significant risk for bicyclists and pedestrians, indicating a need to systematically address the lack of sidewalk along corridors throughout the county.



21

Twenty-one serious and fatal injury crashes involving pedestrians or bicyclists occurred along rural corridors with no sidewalks present.



17

Seventeen of these crashes (81% of the 21 total along rural corridors with no sidewalks) took place along collectors and arterials.



40%

Of the 21 severe and fatal injury crashes where no sidewalks were present, 40% involved crashes with a sports utility vehicle.



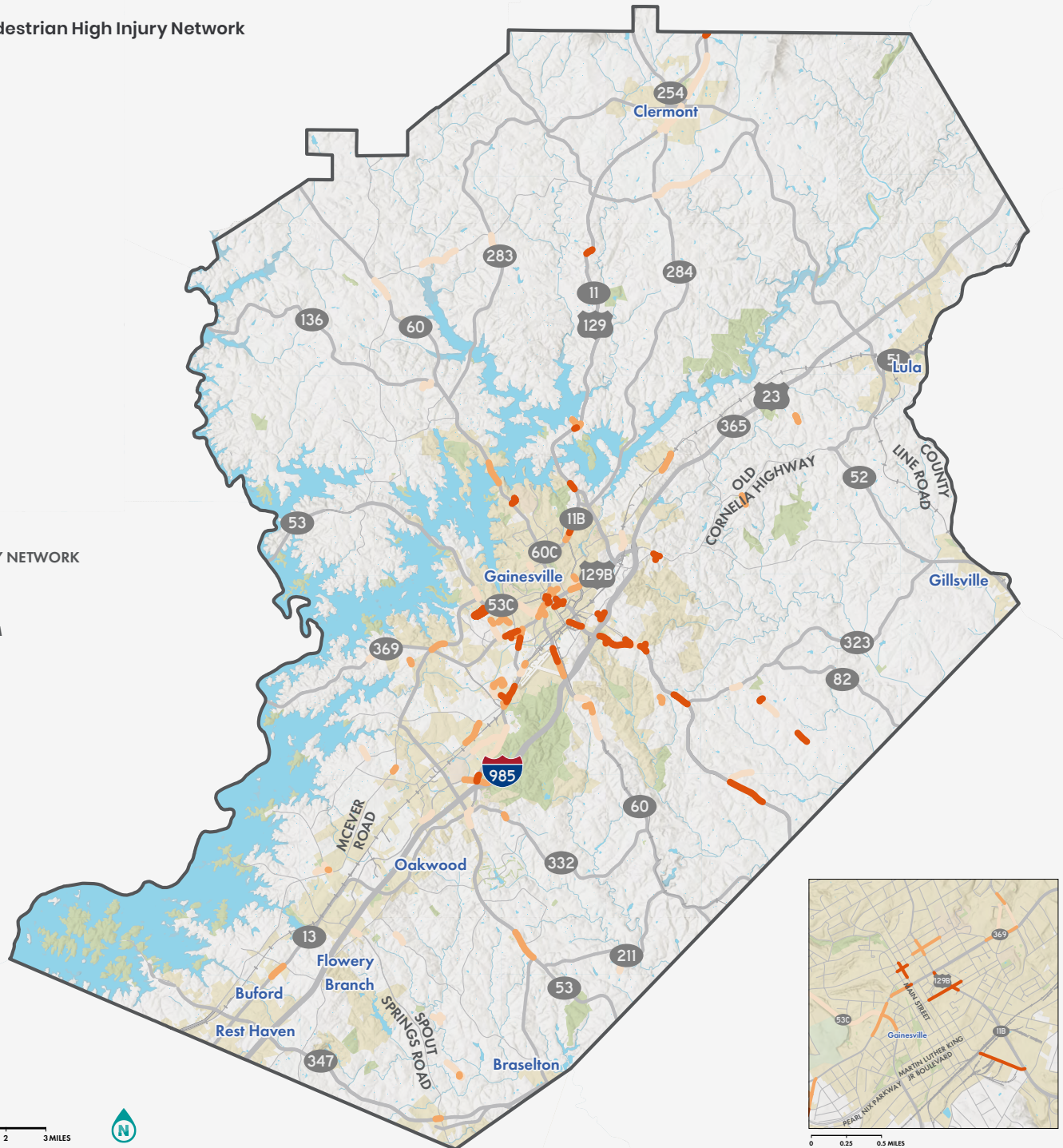
10%

Only 10% of all the crashes involving bicyclists or pedestrians also involved a passenger car (most severe outcomes came from larger vehicles).

Map 2 • Bicycle and Pedestrian High Injury Network

LEGEND
 HIGH INJURY NETWORK
 (BIKE/PED)

- LOW
- MEDIUM
- HIGH



Safety Emphasis Areas

Safety emphasis areas are used to identify priorities for safety improvement, based on observed trends in disproportionate or high rates of severe crashes in select categories. In 2022, the update to Georgia's Strategic Highway Safety Plan identified 10 emphasis areas that represent "the top contributing factors of crashes, serious injuries, and fatalities in Georgia":

1. **Intersections**
2. Roadway Departures
3. **Pedestrians**
4. **Bicycles**
5. Older Driver Related (65+)
6. **Motorcycles**
7. Impairment Related
8. Young Driver Related
9. Aggressive Driving Related
10. Distracted Driving Related

Of the 10 statewide emphasis areas, **four** (shown in bold above) are reflected directly in Hall County's HINs, while others helped guide development of crash profiles.

All-Modes High Injury Network

The AMHIN includes crashes among all modes of travel. As with most communities, the roadways that carry the most traffic and have higher speeds tend to be sites of higher numbers of severe crashes. As mentioned previously, this analysis excludes crashes along I-985 to focus on roads that Hall County can more readily address.

Map 3 shows the AMHIN. As shown, when all modes of travel are considered, the roadways with the greatest likelihood of crashes that result in serious or fatal injuries tend to be the ones that carry high volumes of vehicles at higher speeds. Roads in this network are concentrated in Gainesville, in smaller population centers, and along key corridors, such as Thompson Bridge Road, US 129/ Cleveland Highway, and Cornelia Highway.

The AMHIN encompasses the vast majority of all fatal, serious injury, and visible/minor injury crashes:

- ➔ 122 fatal crashes (99%)
- ➔ 471 serious injury crashes (95%)
- ➔ 1,999 suspected injury crashes (76%)

A number of trends emerged during the

analysis, confirming that Hall County shares several of the same safety emphasis areas identified within both the Georgia Strategic Highway Safety Plan and in the Atlanta Regional Commission's Regional Safety Strategy—see the sidebar at left. In addition, several design and behavioral characteristics appear to be strongly correlated with severe crashes in Hall County. For example, the following categories stood out as significant when analyzing severe crashes:

- ➔ Lack of sidewalks
- ➔ Unlit/non-daylight corridors
- ➔ Speed-related crashes in rural areas
- ➔ Speed-related crashes on collectors and arterials
- ➔ Intersection-related crashes along high-speed corridors

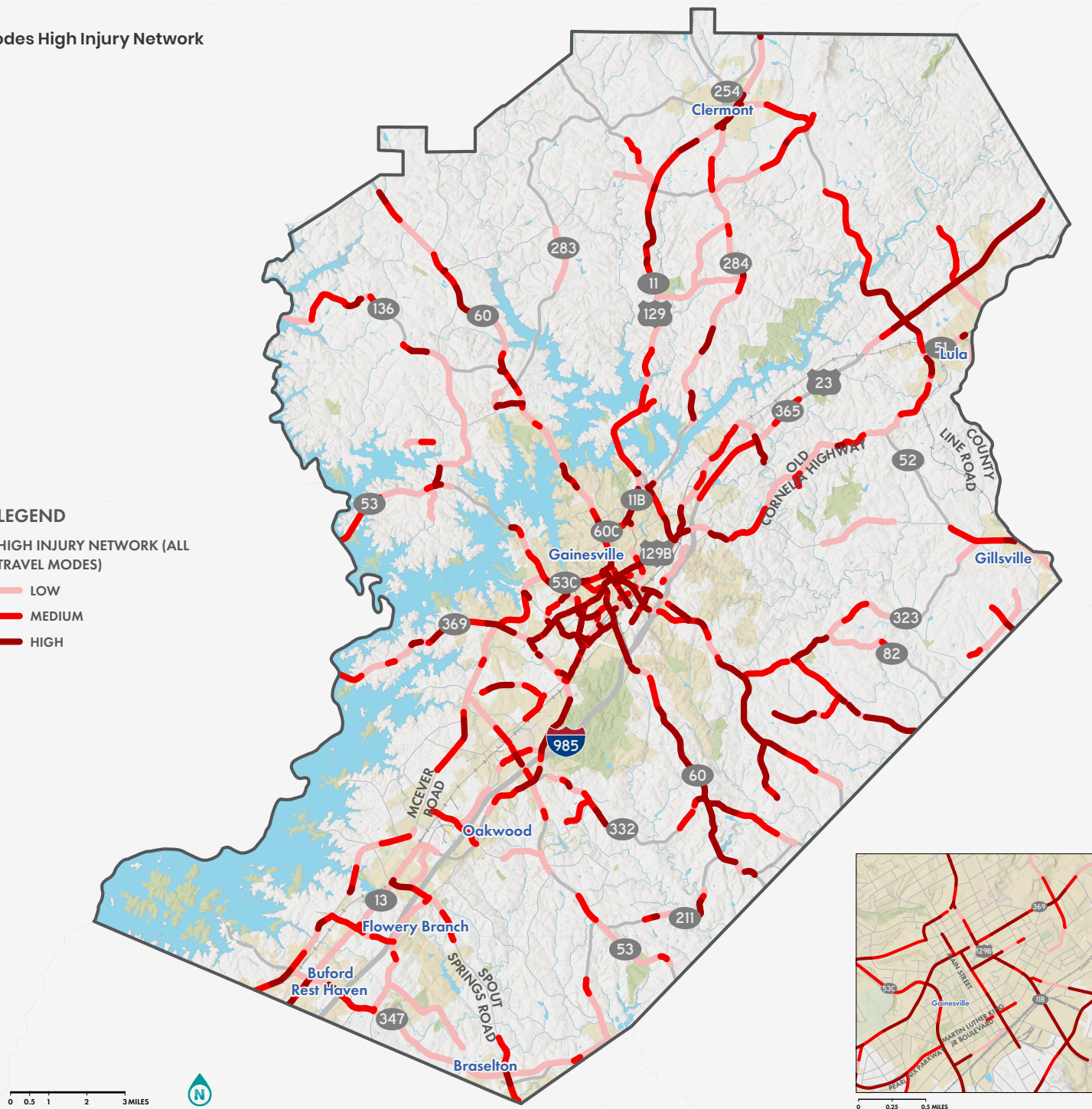
A more thorough breakdown of the emphasis areas and data trends identified as part of the crash profile development process can be found on page 24.

Map 3 • All Modes High Injury Network

LEGEND

HIGH INJURY NETWORK (ALL TRAVEL MODES)

- LOW
- MEDIUM
- HIGH



Most Dangerous Intersections

All intersections analyzed were scored following the collision scoring and weighting described on page 12. The following represent the top 10—those intersections that experience the most severe crashes in Hall County (not just the highest number of crashes):

1. Atlanta Hwy. at Thurmon Tanner Pkwy.
2. Athens Hwy. at Highlands Village Rd.
3. Athens Hwy. at Smallwood Rd.
4. Cornelia Hwy. at Athens St.
5. Candler Rd. at Lee Land Rd.
6. Atlanta Hwy. at Valley Green Dr.
7. Cornelia Hwy. at Lula Rd.
8. Candler Rd. at Silverwood Dr.
9. EE Butler Pkwy. at MLK Jr. Dr.
10. Candler Rd. at Construction Dr.

There are several “repeat offender” corridors on the list of the top 10 most dangerous intersections that may signal larger corridor-wide systemic safety issues as well as specific intersection concerns.

High Injury Intersection Network

The HIIN includes 310 signalized and unsignalized intersections throughout Hall County. Crashes that occurred within 300 feet of intersections were analyzed for the purposes of creating the HIIN. Taken together, those 310 intersections were the site of roughly 50% of all fatal, serious injury, and visible/minor injury crashes between 2018 and 2022. In total, the HIIN encompasses:

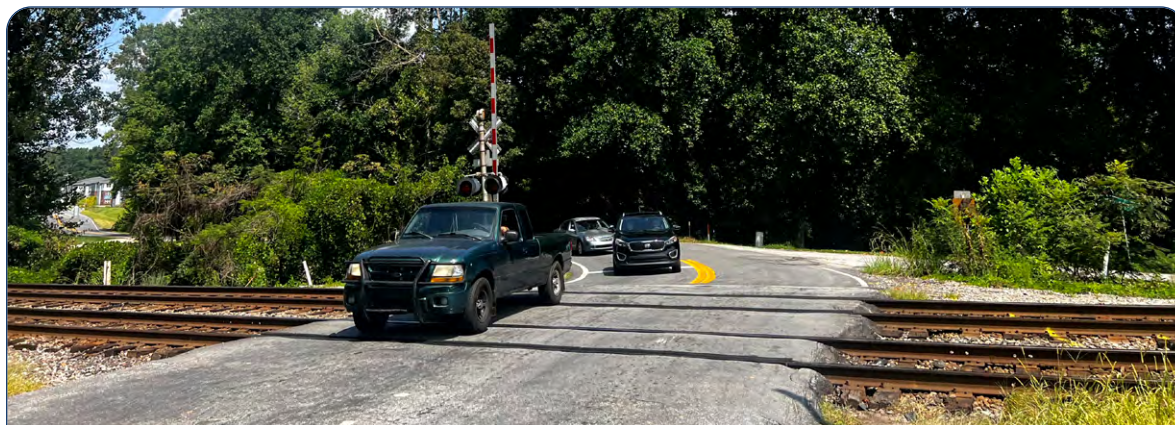
- ➔ 31 (42%) of fatal injury intersection crashes (73 total)
- ➔ 175 (54%) serious injury intersection crashes (324 total)
- ➔ 829 (46%) visible injury intersection crashes (1,767 total)

As shown in Map 4 intersections prone to fatal and severe crashes tend to be located along

high-traffic and higher-speed corridors or within more densely populated areas, such as Gainesville. In particular, key corridors include:

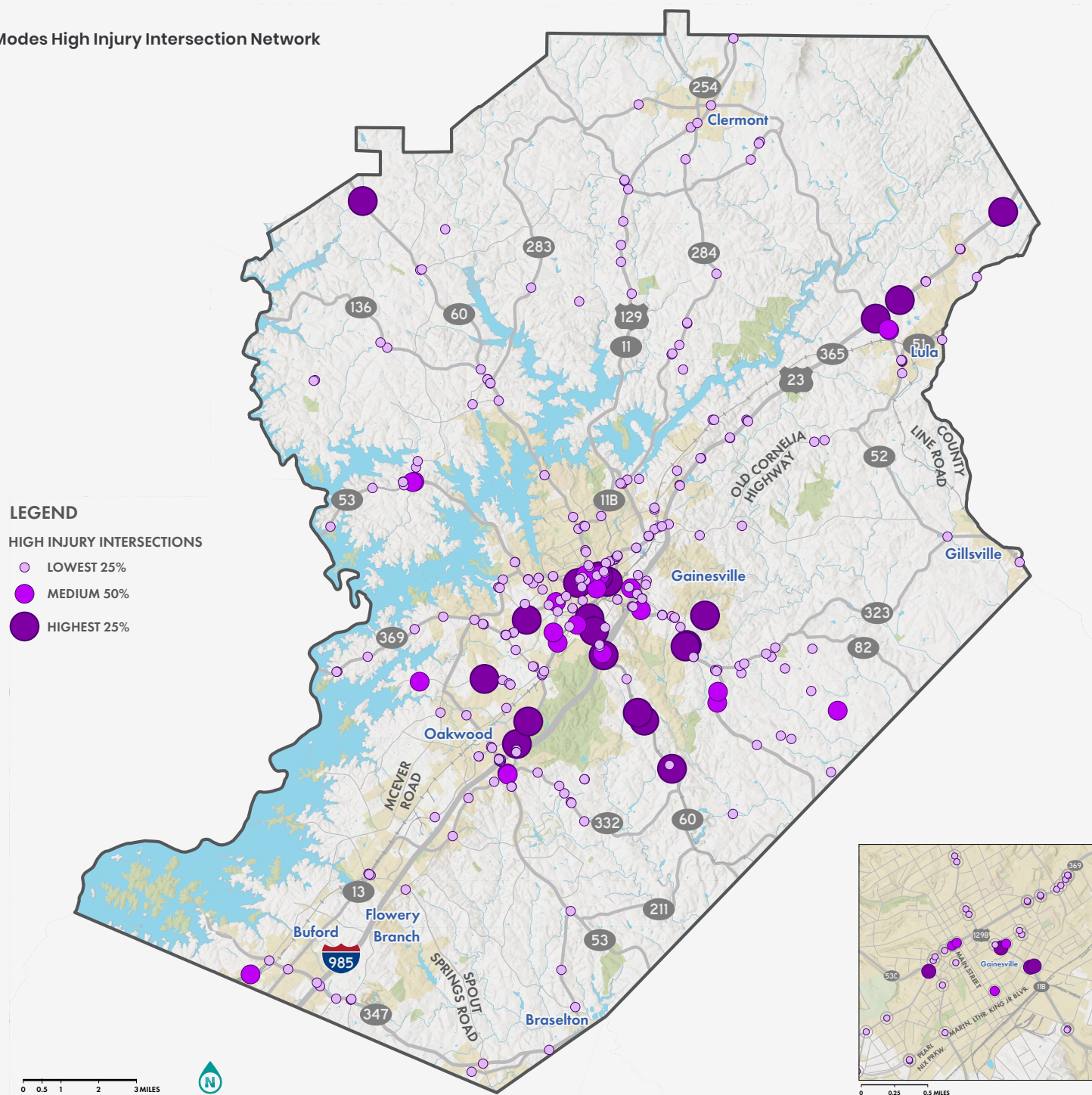
- ➔ Cornelia Highway
- ➔ Green Street
- ➔ Holiday Road/Friendship Road
- ➔ Jesse Jewell Parkway
- ➔ Queen City Parkway
- ➔ Thompson Bridge Road

As noted, the HIIN includes all modes of travel. Naturally, there is some overlap between crashes included in this network and crashes in other HINs. Among severe crashes within 300 feet of intersections, motorcycle crashes on collectors and arterials stood out. Between 2018 and 2022, there were 37 serious injury and 8 fatal motorcycle crashes near intersections.



Example of High Injury Intersection Network: White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection, Gainesville, GA

Map 4 • All Modes High Injury Intersection Network

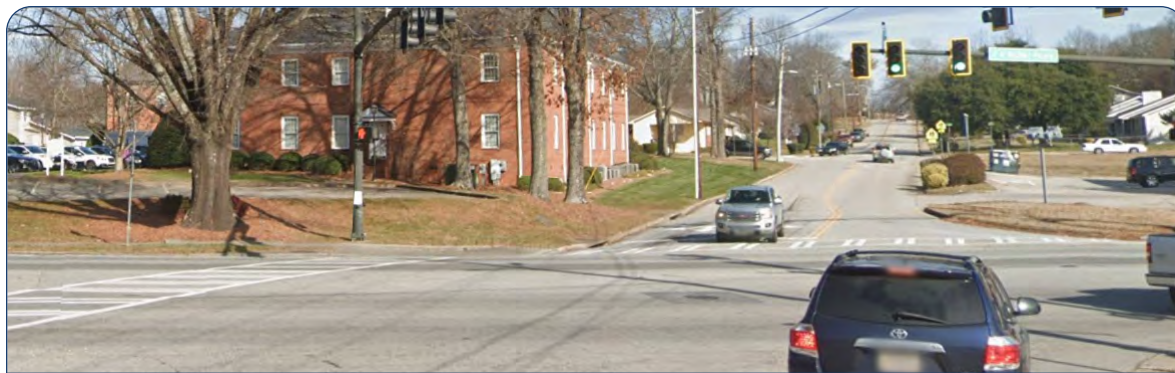


Crash Profiles

Addressing traffic safety concerns involves various steps. Crash profiles represent a subset of crashes that are more likely to result in fatal or severe injury crashes within the county. Through the safety analysis, the identification of crash profiles was key to evaluate patterns and trends in crashes in Hall County. These crash profiles focus on crash types that can be addressed by proposed projects or policies in the future, helping determining the causes and potential safety treatments. This chapter provides information on the eight selected crash profiles for this project, and the reasons for their selection. To see the Crash Profile Methodology Memorandum and detailed Crash Profiles, see Appendix A.

As an example, Intersection-Related Motorcycle Crashes on Collectors and Arterials is one of the crash profiles developed for this study. As the name would suggest, crashes that were included in this crash profile would necessarily have to include at least one motorcycle, be located near an intersection, and have taken place on a road classified either as a collector or an arterial. A motorcycle collision that occurred on the freeway would not be included within that crash profile.

Crash Profile #1 – Non-Intersection Pedestrian/Bicyclist Crashes on Corridors without Sidewalks: Of the 206 pedestrian- and bicyclist-related crashes between 2018 and 2022 in Hall County, 55 resulted in fatal (K) and severe (A) injury crashes (KA crashes). Of those



The intersection of EE Butler Pkwy. and College Ave. in Gainesville was the site of a fatal pedestrian crash on August 1, 2019. The crash occurred outside daylight hours (8:49 p.m.), and shortly after it had rained (wet pavement conditions were present).

55 fatal and severe injury crashes involving pedestrians or bicyclists, 37 (67.27%) occurred on major or minor arterials. In addition, most of these crashes (26, or 47.27%) occurred away from intersections, crosswalks or sidewalks—meaning pedestrians and bicyclists traveling along major corridors are particularly at risk for fatal and severe outcomes should a crash occur.

Crash Profile #2 – Pedestrian Crashes at Intersections within Incorporated Cities: Between January 1, 2018, and December 31, 2022, 618 fatal and severe injury crashes occurred within Hall County. Of those 618 crashes, 231 (37.38%) occurred within incorporated areas of the county. In addition, of the 167 pedestrian-related crashes (of all severities), 94 (56.29%) occurred within

incorporated areas (Braselton, Clermont, Flowery Branch, Gainesville, Lula, and Oakwood). These crashes are characterized as occurring within denser population areas with a greater mix of land uses.

Crash Profile #3 – Non-Daylight Roadway Departure Crashes in Unlit Areas: Of the 201 non-daylight crashes in unlit areas that resulted in fatal and severe injury crashes within Hall County from 2018 to 2022, 85 (42.29%) were roadway departure crashes. These crashes occurred along diverse roadway types (the crash profile breaks these down by functional class and look at posted speed limit). Helping keep vehicles on roadways in unlit areas represents a significant opportunity to address an ongoing source of KA crashes within the county.

Crash Profile #4 – Intersection-Related Motorcycle Crashes on Collectors and Arterials:

Of the 471 crashes involving motorcycles within Hall County from 2018 to 2022, 378 (80.25%) occurred on roads classified as collectors or arterials (meaning only 93 occurred on local roadways, despite local roadways making up a significant majority of roadway miles within the county). Furthermore, of the 471 crashes involving motorcycles, 99 (21.02%) resulted in either fatal and severe injury crashes.

Crash Profile #5 – Speed-Related Crashes in Rural Parts of Unincorporated Hall County:

Of the 387 fatal and severe injury crashes that occurred within unincorporated areas of Hall County from 2018 to 2022, 158 (40.83%) involved excessive speed, reckless driving, or a driver losing control of the vehicle—making up the largest portion of such KA crashes.

Crash Profile #6 – Intersection-Related Head-On and Angle Crashes:

Of the 618 fatal and severe injury crashes that occurred within Hall County between 2018 and 2022, 297 (48.06%) were the result of angle or head-on collisions. This includes all mode types. Specifically, 219 of the 297 crashes (73.74%) occurred at intersections. Finding a way to make intersections safer will address a significant source of KA crashes within the county.



Eight fatal or severe injury crashes within Crash Profile #7 occurred along Cleveland Hwy. north of Lake Lanier/Gainesville. This portion of Cleveland Hwy. includes a rural typical section, with no streetlights present. Of the eight crashes, five did not involve another vehicle.

Crash Profile #7 – Dark and Not-Lighted

Crashes on Arterials: “Dark-not lighted” crashes make up only 15.84% (5,338) of all crashes (33,697), and they make up 29.29% (181) of all KA crashes (618)—indicating a significant over-representation of these crashes among those that result in fatal and severe injuries. This trend is consistent across all modes. Furthermore, 102 (56.35%) of those 181 crashes occurred on arterials (both minor and major).



Seven fatal or severe injury crashes within Crash Profile #8 occurred along Limestone Pkwy. south of Lake Lanier/Gainesville. This portion of Limestone Pkwy. is a divided highway with a grassed median present intermittently along the corridor.

Crash Profile #8 – Signalized Intersection-Related Crashes on Non-Interstate Roads with Speeds of 45 Miles per Hour (mph) or Greater:

Speed is a fundamental risk factor in traffic and is inextricably linked to crash severity. Of the 618 fatal and severe injury crashes that occurred within Hall County during the analysis period, 469 (75.89%) took place on roadways that had speed limits equal to or above 45 mph. In addition, 291 of those 469 (62.05%) were intersection related.

03

Community Engagement and Collaboration



Alta team engages with public at Public Meeting,
February 2025.

What do Hall County residents think?

The Hall County Safe Streets and Roads for All (SS4A) project is an initiative led by Hall County in collaboration with the Gainesville–Hall Metropolitan Planning Organization (GHMPO) and the Cities of Oakwood, Flowery Branch, and Gainesville, to create a Safety Action Plan—a strategic roadmap to identify, address, and mitigate traffic safety issues. Central to this effort was a robust engagement strategy aimed at raising awareness of the initiative, fostering community participation, and ensuring that diverse voices influenced the planning process. This chapter outlines the engagement activities undertaken for the Hall County SS4A project, highlighting key methods, findings, and the overall impact of these efforts.

Stakeholder Mapping Workshop

In May 2024 the project team gathered for an internal workshop to conduct a rigorous stakeholder mapping process to identify and categorize key stakeholders for the project. Stakeholder mapping in engagement is a strategic process that involves identifying, analyzing, and categorizing individuals or groups who have an interest or stake in a particular project, initiative, or organization.

This mapping aims to understand the relationships, interests, and influence of various stakeholders to effectively engage and manage their involvement throughout the course of a project. By identifying stakeholders and the level of impact this project has over their lives, the engagement team was able to create a tailored engagement strategy for each identified group with a unique and appropriate approach to allow for more effective communication and relationship-building.

OUR PARTNERSHIP WITH THE HISPANIC ALLIANCE GA, LA ALIANZA

The Hispanic Alliance GA, La Alianza (Hispanic Alliance), played a crucial role in strengthening engagement with Gainesville’s Latino community. The Hispanic Alliance’s project contributions included participating in the stakeholder mapping workshop, generating ideas for engagement activities, attending the public meeting, and distributing digital and print surveys.

The Hispanic Alliance promoted and shared project information with about 1,500 families monthly. Families that visited the Hispanic Alliance offices for services were asked specifically what areas in the county faced the most pressing transportation safety concerns. The Hispanic Alliance staff assisted patrons filling out Spanish written surveys, significantly widening the reach of responses.



The Hispanic Alliance also promoted the public meetings and survey through social media platforms, informing their 8,440 followers.

Additionally, they hosted project materials in their office, further increasing accessibility. Their partnership was instrumental in ensuring targeted outreach to Latino residents had a voice in the process, reinforcing our commitment to representative community engagement.

Community Engagement Strategy

PUBLIC MEETINGS

Two public meetings were held for this project to engage the community, gather feedback, and ensure that proposed safety and mobility improvements align with residents' needs.

Public Meeting #1: Introducing the Project and Gathering Input

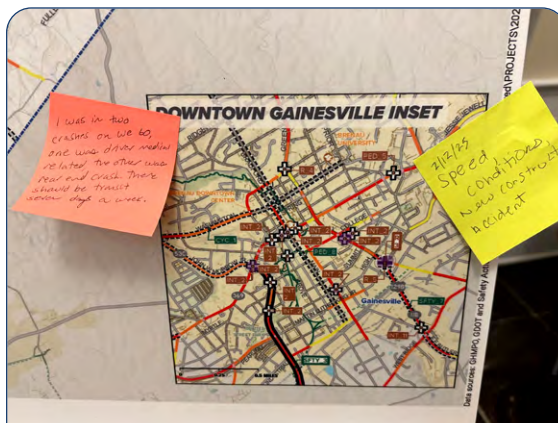
The first public meeting took place on August 22, 2024, at the Hall County Government Center in Gainesville, GA, from 5 p.m. to 7 p.m. Designed to introduce the project to the community, the meeting also aimed to gather input on traffic safety concerns, increase public participation in the survey, and foster dialogue around the region's transportation challenges. As part of a dual outreach effort, the meeting also incorporated engagement for the GHMPO's Bike and Pedestrian Plan and Metropolitan Transportation Plan. Twenty-six community members attended, providing valuable local insights.

Public Meeting #2: Presenting Recommendations and Prioritizations

The second public meeting was held on February 18, 2025 from 5p.m. to 6:30p.m. at the Roy Franklin Hoover Jr. Public Safety Center as part of a broader transportation outreach initiative for four regional projects. The focus of this meeting was to present project recommendations and prioritizations, ensuring they reflected community needs. Twenty-two community members participated in the discussion, providing feedback on proposed improvements.



Public meetings were conducted as part of the community engagement strategy.

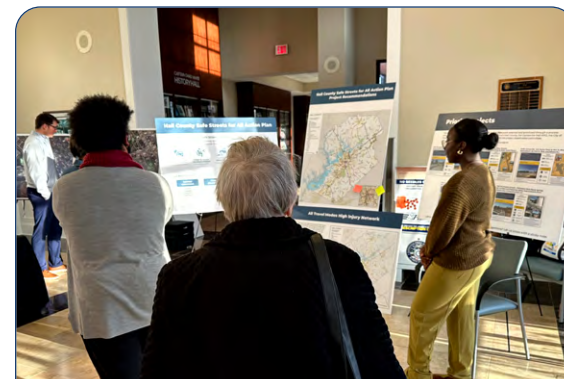


Maps were provided at public meetings to help explain the analysis and findings.

Across both meetings, community feedback reinforced several key themes:

- ➔ **Safety Concerns:** All transportation modes (bicyclists, drivers, and pedestrians) reported feeling unsafe due to high vehicle speeds.
- ➔ **High Injury Networks (HINs):** Nearly all crashes and near-misses identified by attendees aligned with the mapped high injury corridors.
- ➔ **Crash Profiles:** Participants expressed particular concern for pedestrian and bicyclist crashes, especially in areas lacking sidewalks and safe crossings.
- ➔ **Project Recommendations:** Meeting attendees felt project recommendations adequately addressed areas of concern.

These meetings not only provided critical public input but also helped shape the project's approach to improving transportation safety and accessibility in Gainesville.



The Safety Action Plan public meetings were jointly hosted with other similar planning efforts to maximize turnout and participations.

PUBLIC SURVEY

To complement in-person engagement, the project team conducted a public survey from August 2024 through September 2024 for a total of six weeks. Designed to capture the perspectives of Hall County residents and employees, the survey played a critical role in reaching a broader audience, particularly those unable to attend public meetings. A total of 60 responses were collected, with 44% completed in Spanish. For the Public Survey Report, see Appendix B

Outreach and Promotion

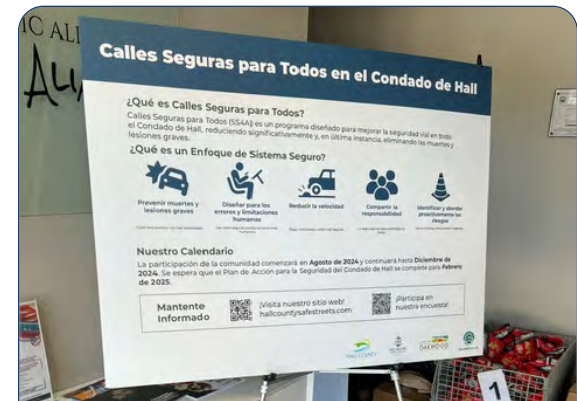
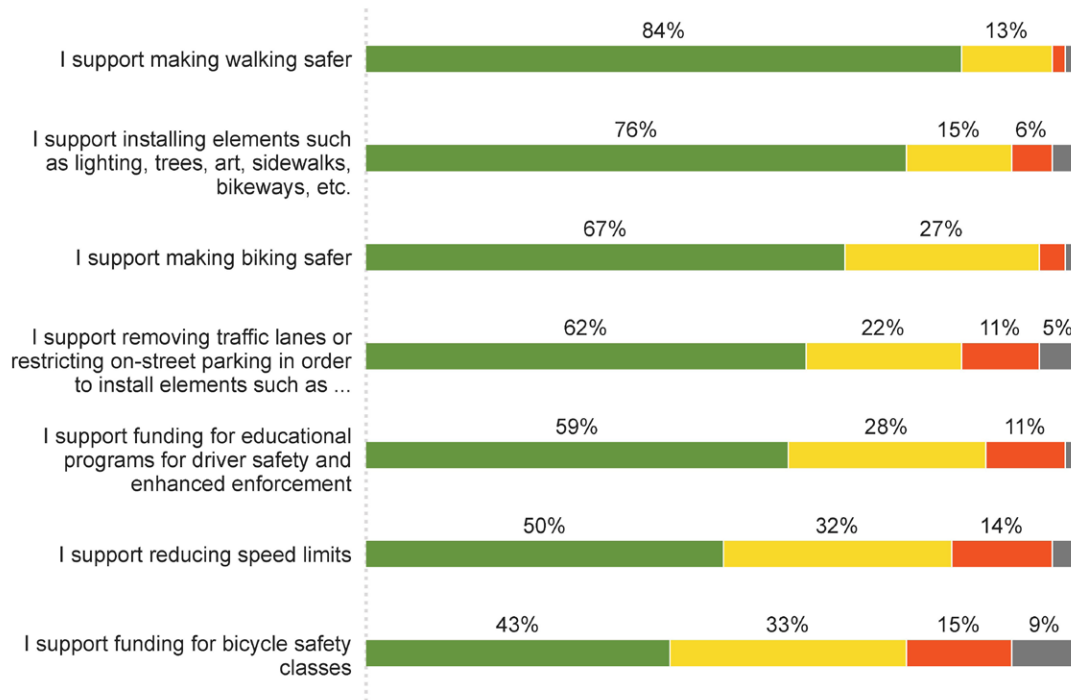
The survey was promoted through local government channels, community organizations, and targeted outreach efforts, including:

- ➔ GHMPO
- ➔ Cities of Oakwood, Flowery Branch, and Gainesville
- ➔ Local community hub (Hispanic Alliance)

Key Survey Findings:

- ➔ **Personal Impact:** 58% of respondents reported being personally or indirectly impacted by traffic crashes over the past decade.
- ➔ **Travel Behavior:** While 83% of respondents drive frequently, public transit use was minimal, with only one respondent using it more than once a month. Four regular bicyclists unanimously described feeling unsafe on local roads.
- ➔ **Safety Priorities:** The three most common traffic concerns centered on driver behavior, such as speeding and distracted driving, rather than infrastructure deficiencies. However, many participants expressed support for infrastructure improvements, even if they increased commute times.

Figure 4 • Online survey question, how do you feel about the following safety strategies?
Image shows percentages according to participant responses.



The Hispanic Alliance hosted the Public Meeting Boards and promoted the survey, September 2025.

STEERING COMMITTEE

A diverse and representative Steering Committee was integral to the project's success. Composed of local governments, transportation agencies, law enforcement, schools, and community organizations, the committee provided technical guidance, strategic input, and a crucial link to broader community networks.

Committee Contributions

The Steering Committee played a multifaceted role:

- ➔ Guiding Decision-Making: Members reviewed crash data, prioritized safety strategies, and evaluated public feedback.
- ➔ Fostering Implementation: By including organizations like Hall Area Transit and the Greater Hall Chamber of Commerce, the committee positioned the Safety Action Plan for successful execution.

Key Meetings:

1. Meeting #1 (July 9, 2024): Introduced stakeholders to the SS4A process, presented the HIN, and outlined their role in shaping the plan.
2. Meeting #2 (October 22, 2024): Reviewed public input, discussed crash profiles, and evaluated draft strategies for feedback.
3. Meeting #3 (January 23, 2025): Presented recommended projects and prioritization process and gathered feedback. Feedback received regarding the priority projects informed the development of the final project list.

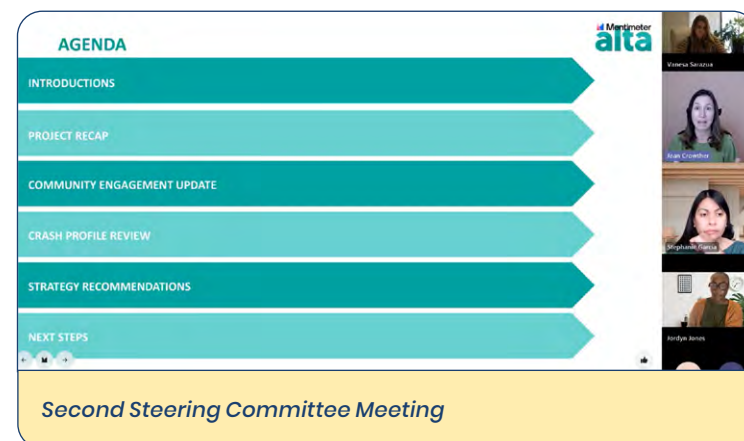


Figure 5 • The Mentimeter tool was used to request feedback at steering committee meetings. Results are shown to the question “Which project in the city of Gainesville should be a priority?”



WEBSITE

The project website served as a digital hub for information, updates, and engagement opportunities. Designed for accessibility, it provided:

- ➔ Project details and background information
- ➔ Interactive features like a survey link and updates on public meeting outcomes
- ➔ A platform for ongoing community engagement, ensuring transparency throughout the project life cycle

Consistently updated with digital meeting materials that correlated with the public meetings, the website played a pivotal role in broadening the project's reach, particularly for those unable to attend in-person events.

Figure 6 • Hall County Safe Streets for All website: <https://hallcountysafeststreets.com/>



First Public Meeting, August 2024



Members of the Hispanic Alliance at Second Public Meeting, February 2025



Community members review the boards at First Public Meeting, August 2024

04

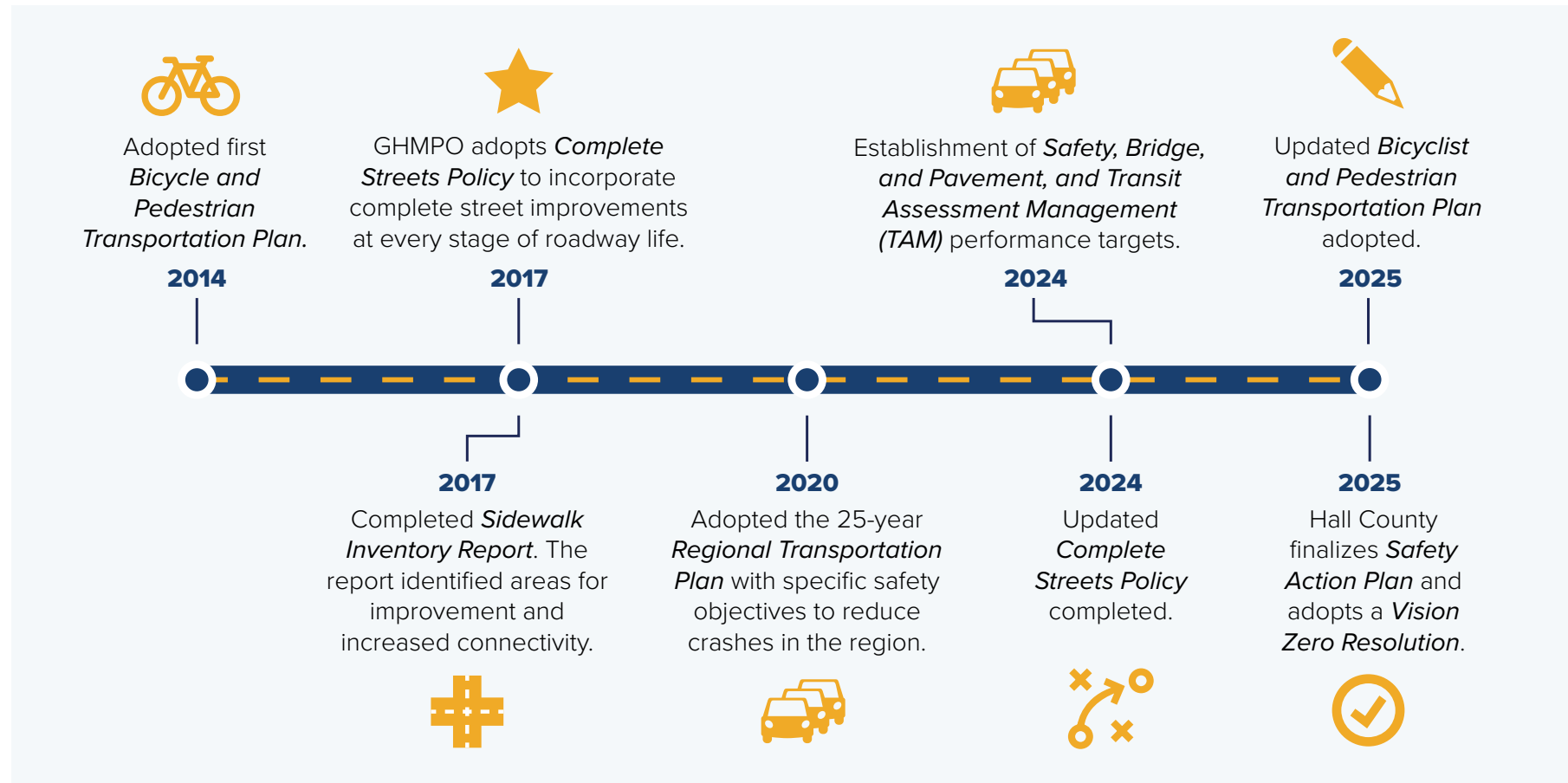
Plans and Policy Evaluation



Oakwood City Hall,
Oakwood, GA

Do local plans and policies address roadway safety?

Over the last 10 years, safety approaches and strategies have shifted from the traditional 3Es of Education, Engineering, and Enforcement to the Federal Highway Administration's (FHWA's) Safe System Approach and Vision Zero Approach. The Safe System Approach diverges from traditional practice by prioritizing ending death and serious injury crashes, rather than reducing crashes overall.





Downtown
Gainesville
Square, GA

Plans and Policies Reviewed

To develop safety strategies and recommendations, the project team evaluated Hall County's current safety policies and compared them to established best practices. The team conducted a policy benchmarking process, with benchmarks based on the Vision Zero core principles and Safe System Approach elements, which holistically address transportation safety. The benchmarks were separated into five categories: safer road users, safer roads, safer speeds, safer vehicles, post-crash care, and system planning.

The benchmarking exercised revealed transportation safety policy successes in Hall County and the municipalities, as well as areas of needed improvement. The results of the benchmarking exercise informed the policy recommendations in Chapter 5.

In addition, the project team interviewed the Cities of Gainesville, Oakwood, and Flowery Branch; Hall County; and Gainesville-Hall Metropolitan Planning Organization (GHMPO) on their approach, needs, and challenges for improving traffic safety outcomes. Please see Appendix C for the full results.

The list of documents reviewed is as follows:

- ➔ 2020, *Regional Transportation Plan*, GHMPO
- ➔ 2023, *Transportation Improvement Program*, GHMPO
- ➔ 2024, *Unified Planning Work Program*, GHMPO
- ➔ 2017 *Complete Streets Policy*, GHMPO
- ➔ 2014, *Bicyclist and Pedestrian Transportation Plan*, GHMPO
- ➔ 2017, *Sidewalk Inventory Report*, GHMPO
- ➔ 2019, *Microtransit Feasibility Study*, Hall County
- ➔ 2045 *Comprehensive Plan update (2024)*, GHMPO
- ➔ *Street Lighting Policy*, Hall County
- ➔ 2024, NOT RATIFIED, *Resolution Expanding the Special Tax District for Streetlights*, Hall County
- ➔ *Residential Speed Control Program*, Hall County
- ➔ 2023 *Traffic Calming Device and Speed Hump Program*, City of Gainesville
- ➔ 2019 *Flowery Branch Speed and Sign Inventory Study*, GHMPO
- ➔ 2019 *Gainesville Trail Study*, GHMPO
- ➔ 2018 *Citywide Traffic Improvement Study*, City of Oakwood and GHMPO
- ➔ 2021 *SR 365/Jesse Jewell Parkway Traffic Impact Study*, City of Gainesville and GHMPO
- ➔ 2022 *Braselton Trail Study*, City of Braselton and GHMPO
- ➔ 2019 *Dawsonville Highway-McEver Road Connectivity Study*, City of Gainesville and GHMPO
- ➔ *List of programmed and planned projects*, City of Gainesville

Highlights from the plan and policy review are as follows:

Current policy guidance demonstrates a strong foundation for safety, including a Complete Streets Policy for street design and a Street Lighting Policy for funding streetlight improvements. The *Regional Transportation Plan* not only has dedicated safety goals but aims to increase multimodal trips and to coordinate its land use decisions with transportation.

- ➔ GHMPO has a strong foundation for safety projects strategic planning. Through the *2020 Regional Transportation Plan*, GHMPO identified roadway segments and intersections that were the sites of the most crashes and killed or serious injury (KSI) crashes .
- ➔ The *Hall County 2045 Comprehensive Plan* was adopted in December 2024 and includes goals, objectives, and policies that increase pedestrian infrastructure, prioritize street lighting, develop Complete Streets, and enhance public transit. The County plans to adopt a Complete Streets Policy.
- ➔ GHMPO prioritized several safety-relevant Planning Emphasis Areas in the 2024 Unified Planning Work Program FY 2025, including Complete Streets and Complete Streets Policy update, crash data collection, trail network expansion, the *Bicycle and Pedestrian Plan Update*, and transit improvements.

- ➔ GHMPO adopted the *Bicycle and Pedestrian Plan*, which proposed to provide connections to high demand areas such as K–12 schools and parks. An updated plan will be published in 2025.
- ➔ Through the *Sidewalk Inventory Report* from 2017, GHMPO identified areas for pedestrian improvements and increased connectivity.

Performances measures created to track progress from Hall County's Complete Streets Policy can be incorporated into the Safety Action Plan.

- ➔ In 2017, GHMPO adopted the Complete Streets Policy, which intends to improve the transportation network for all users of all abilities and work in coordination with all jurisdictions. As of January 2025, the Cities of Gainesville and Oakwood have adopted a Complete Streets Policy. An updated Complete Streets Policy will be adopted in 2025 .



Downtown Oakwood, Oakwood, GA

GHMPO maintains and updates an annual record of crashes and crash profiles in Hall and Jackson Counties, enabling strong decision-making. Since 2018, Georgia drivers can be convicted for using a mobile device while driving after the State passed a law, Hands-Free Georgia Act (HB 673/AP).

Through the policy review and benchmarking exercise came a thorough and holistic picture of Hall County's existing efforts. With this understanding, strategies and goals were developed within the five categories of safety policy and programming established by the benchmarking exercise. These strategies and goals, described in the text chapter, will create, fund, and support safety initiatives to eliminate road deaths and serious injuries.



City of Flowery Branch wayfinding at Spout Springs Road near I-985 interchange

05

Plan of Action



Downtown Flowery Branch,
City of Flowery Branch, GA

What do we do next?

Analysis of current policy and recent crash data, meetings with the public, and meetings with the Steering Committee informed the goals for the Safety Action Plan. Achieving these goals is possible through specific, measurable, and actionable strategies.

Strategies address a safety theme (e.g., high-level commitments from agencies, safe road design). Each strategy is broken down into key action items, according to its responsible agency and timeline. For example, an initial effort for safe road design is a policy commitment to Complete Streets and the National Association of City Transportation Officials (NACTO) Design Guidelines. Later on, policies with a narrower focus can be adopted, like a Pedestrian Crossing Policy.

Three-time frames were established for implementation, with the assumption that the plan actions would be implemented over the course of a 5-year period:

- ➔ **Immediate to Short-Term:** Action is projected to be implemented within one year.
- ➔ **Mid-Term:** Action is projected to be implemented within two to three years.
- ➔ **Mid- to Longer-Term** (within four to five years): These actions need additional staffing and other resources, as well as collaboration with other agencies.

To achieve meaningful change, we use the Safe System Approach to address the different facets of road safety and reducing road deaths. From educational campaigns at schools to installing speed cameras or redrawing roads, the range of responsibilities and actions needed are diverse, and need involvement from an equally diverse range of agencies and departments. The following agencies will be involved in almost all steps:

GEORGIA DEPARTMENT OF TRANSPORTATION

Georgia Department of Transportation (GDOT) owns and maintains the majority (21 of 26) of roadways on the Hall County Safety Action Plan's Project Priority List. See Appendix E. The agency is the state leader for transportation. It manages statewide programs like the Georgia Transportation Funding Act and federal funds. It can also provide training to local staff and educational materials for the public, and make safety upgrades to the state-owned road network.

GAINESVILLE-HALL METROPOLITAN PLANNING ORGANIZATION

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) receives state and federal funding to allocate to projects across the region in its annual Unified Planning Work Program. This includes the Transportation Improvement Program, funds which can be used for upgrades, resurfacing, and construction of roads that include major safety improvements. GHMPO adopts and recommends standards for municipalities, like the Complete Streets Policy. GHMPO coordinates projects that require coordination and collaboration between different jurisdictions, to avoid miscommunications and waste.

HALL COUNTY

The County can pass resolutions and ordinances and communicate with other governments. The County can also encourage the safety program by funding safety initiatives, adopting a Zero-Death resolution and NACTO design guidelines. The County is responsible for road maintenance, upgrades, and (new) construction. The County zones and sets standards for new developments. Hall County and Gainesville jointly manage and fund the region's privately operated microtransit system, WeGO.

Within these larger agencies, several departments will be key to implementing the strategies and actions listed below.

→ Public Works

County and City Public Works departments manage traffic engineering, proposed development review, and road maintenance. They will be responsible for setting and using the latest and greatest safety design standards and deciding how program funds are allocated.

CITY MAYOR'S OFFICE (GAINESVILLE, OAKWOOD, AND FLOWERY BRANCH)

The cities can pass resolutions and ordinances and communicate with other governments. They can encourage the safety program by funding safety initiatives, adopting a Zero-Death resolution and NACTO design guidelines.



Signs and pavement markings provide important information to drivers in school zones.

Strategies, Actions, and Timeline

Partner agencies and timelines were identified for the strategies and action items. The strategies outlined below were developed with feedback received from the County, GHMPO, and City staff to address findings from the safety analysis and concerns from the public. The strategies are organized following the FHWA Safe System Approach principles described on page 6, Safer Road Users, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care.

Table 3 • Safer Road Users Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Leadership sets and champions safety targets.	A. Adopt a Vision Zero resolution at each level of government.	Immediate to short-term	Commit to zero deaths on county roads by 2050.	GHMPO Hall County Mayor's Office of Cities of Flowery Branch, Oakwood, and Gainesville
	B. Commit to sharing performance measures annually.	Immediate to short-term	Add language to the Vision Zero resolution committing to public sharing of safety project achievements and outcomes. In semiannual updates for the public, summarize progress made on safety initiatives through funds invested, projects installed, and eventually resulting crash numbers.	GHMPO Hall County Mayor's Office of Cities of Flowery Branch, Oakwood, and Gainesville
	C. Continue participation in Georgia Association of Metropolitan Planning Organizations.	Immediate	GHMPO can participate in regional planning efforts, to strengthen local ties, share and coordinate resources for large-scale infrastructure projects.	GHMPO
Strategy 2: Prioritize disadvantaged communities and people who have fewer mobility choices.	A. Develop engagement and safety education materials in Spanish.	Short-term	GHMPO adopted a Limited English Proficiency Plan, committing to bilingual public meetings and public notices. The County can adopt similar commitments, guaranteeing language access to the public planning process.	Hall County GHMPO
	B. Develop a vulnerable area index that accounts for socioeconomic factors linked to traffic safety and use it to prioritize traffic safety investments.	Short- to mid-term	Work with planning partners across the county to develop a vulnerable area index that accounts for socioeconomic factors linked to traffic safety. Use that index to prioritize safety investments in disadvantaged communities across the county and within each jurisdiction; including countermeasures tied to specific socioeconomic factors.	Public Works: Hall County Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Educate all road users.	A: Launch targeted safety education campaigns.	Immediate to short-term	Launch campaigns focused on specific risky behaviors identified in crash analysis, such as aggressive driving and speeding. Work with GDOT, the Governor's Office of Highway Safety, and other partners to support these initiatives. Develop additional campaigns in conjunction with the Hall County Sheriff's Office, Fire Rescue, and Emergency Management Services focusing on safe biking and distributing safety equipment.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	B: Train staff on best practices, safety countermeasures, Complete Streets Policy, and principles.	Mid-term	Work with GDOT, Federal Highway Administration (FHWA), Smart Growth America, the Governor's Office of Highway Safety, and other partners to develop and offer training to Hall County, GHMPO, and city staff.	GHMPO GDOT Hall County Cities of Flowery Branch, Oakwood, and Gainesville
	C: Implement targeted enforcement initiatives.	Mid-term	Implement targeted enforcement actions to address specific behaviors such as speeding and failure to stop for pedestrians in crosswalks. Focus on safety enforcement related to driver behaviors in high-risk areas for pedestrians and bicyclists.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville

Existing Policy: The 2018 Hands-Free Georgia Act prohibits the use of a cell phone while operating a motor vehicle. This law gives the County power to reduce distracted driving through targeted enforcement campaigns.

Table 4 • Safer Roads Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Design roads that encourage multimodal transportation and safe motor speeds.	A. Adopt a Complete Streets Policy.	Short-term	The County and cities can adopt GHMPO's Complete Streets Policy. As of April 2024, the Cities of Gainesville and Oakwood have adopted a Complete Streets Policy.	Hall County City of Flowery Branch GHMPO
	B. Adopt NACTO design guidelines for roadways.	Mid-term	Use published NACTO design guidance for roadway design standards. Incorporate changes according to NACTO guidance to their fullest potential in all types of capital projects.	GHMPO Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Review and Update existing policies, programs, and plans to include multimodal and safety considerations.	Mid-term	Policies and plans such as: Access Plan, Land Disturbance Permit, Development Plans, County and Cities Street Lighting Policy, County Residential Speed Control Program, and Traffic Calming Device and Speed Hump Program.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	D. Update design standards and traffic operations procedures.	Mid- to Long-term	Update roadway design standards and traffic operations procedures to allow flexibility and encourage innovation in safety practices. Integrate the GHMPO Complete Streets Policy into the updated standards to promote safe and accessible streets for all users.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	E. Create and adopt Quick-Build Policy and Pedestrian Crossing Policy.	Mid- to Long-term	Develop and adopt a policy to expedite the delivery of safety projects, including a formal policy for implementing quick-build safety countermeasures. Create a standard operating procedure for pedestrian crossings to improve safety at crossings.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 2: Prioritize safety improvements on the High Injury Network (HIN).	A. Prioritize and implement safety treatments along HIN.	Immediate to short-term	Prioritize and implement safety treatments along the HIN, such as improved illumination, pedestrian crossing treatments, intersection treatments, and roadway geometric or surface improvements.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	B. Prioritize and implement signal and operational improvements.	Short-term	Prioritize and implement signal and operational improvements along the HIN, including Leading Pedestrian Intervals (LPIs), longer pedestrian phases, exclusive pedestrian phases, flashing yellow arrow, and protected left turns.	Mayor's Office and Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Diversify funding sources.	Mid- to long-term	Diversify funding sources for long-term funding availability and maximize the efficient use of existing funding opportunities, including Safe Streets and Roads for All (SS4A), Better Utilizing Investments to Leverage Development (BUILD) Grant Program, and Highway Safety Improvement Program (HSIP), Off System Safety (OSS), and Quick Response (QR) funding.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
	D. Review and update the reconstruction and resurfacing prioritization process to include safety considerations.	Mid-term	Outline a transparent, data driven prioritization approach with greater weight for safety considerations.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Prioritize safety improvements for vulnerable road users, including pedestrians, bicyclists, and motorcyclists.	A. Update the sidewalk gap inventory and priority project list, prioritizing areas on the HIN.	Mid to long-term	Identify areas with sidewalk gaps or missing sidewalk, prioritizing areas with documented pedestrian and bicycle traffic (including desire paths) and a history of crashes. Identify opportunities for adding midblock crossings and other traffic calming features.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	B. Create motorcycle safety priority project list, prioritizing areas on the HIN.	Mid- to long-term	Identify areas with a documented history of motorcycle crashes resulting in a fatality or injury and develop a list of intersection improvements to address those crash types. Identify opportunities for quick-build solutions.	Public Works: Hall County and Cities of Flowery Branch, Oakwood, and Gainesville
	C. Implement targeted lighting installation program.	Mid- to long-term	Create a targeted lighting installation program, starting with corridors on the HIN where roadway departure crashes or crashes involving vulnerable road users have occurred where lighting would be an effective countermeasure. Corridors without lighting in unincorporated areas which connect to lighted corridors in incorporated areas should be included. Combine lighting installation with other countermeasures as part of a comprehensive safety improvement process.	Public Works, Georgia Power, GDOT
	D. Identifying high-priority pedestrian and bicycle safety improvements within the city of Gainesville.	Mid- to long-term	Identify areas with high pedestrian and bicycle traffic and crash rates, including the downtowns of the City of Gainesville. Create a plan for these areas that includes safety improvements, such as improved crosswalks, lighting, and pedestrian infrastructure.	City of Gainesville Public Works, GDOT

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 3: Prioritize safety improvements for vulnerable road users, including pedestrians, bicyclists, and motorcyclists (continued).	E. Identify high-priority intersection improvements on high-speed non-interstate roadways within the city of Flowery Branch.	Mid- to long-term	Identify intersections that have a high concentration of crashes, with an emphasis on arterials. Create a plan for these areas that includes safety improvements, such as alternative intersections, roundabouts, lighting, protected-only left turns, and signage visibility and reflectivity improvements to reduce crashes. Coordinate with GDOT for improvements to state routes.	City of Flowery Branch Public Works, GDOT
	F. Identify high-priority corridor improvements on high-speed non-interstate roadways within the city of Oakwood.	Mid- to long-term	Identify corridors that have a high concentration of crashes, with emphasis on non-interstate roadways with speed limits of 45 mph or higher. Create a plan for these areas that includes safety improvements, such as alternative intersections, interchange improvements with I-985, lighting, speed reduction, and signage improvements to reduce crashes. Coordinate with GDOT for improvements to state routes.	City of Oakwood Public Works, GDOT
Strategy 4: Develop a countywide Safe Routes to School (SRTS) program.	A. Develop SRTS plans in partnership with municipalities.	Mid- to long-term	Conduct road safety audits of schools and school zones to identify areas with the highest crash rates and low yielding rates at crosswalks. Begin by focusing efforts on the HIN and areas where drivers have failed to stop for pedestrians in crosswalks. Use the Safe Routes to School Quick-Build Traffic Calming Guidebook from GDOT to guide this effort. Create a countywide SRTS plan based on the audit, including a list of priority sidewalk needs.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 4: Develop a countywide Safe Routes to School (SRTS) program (continued).	B. Apply for funding and begin implementing safety improvements.	Long-term	Based on the findings of the safety audit and list of priority countermeasures, apply for SRTS or OSS and Transportation Alternatives Program (TAP) funding through GDOT to finance the implementation of safety improvements in high-priority school zones. Begin implementing safety improvements in priority areas using the secured funding.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville GDOT
Strategy 5: Create a comprehensive rural and two-lane roadway safety improvement program.	A. Develop a Rural Road Safety Program and coordinate rural safety improvements with maintenance activities.	Mid- to long-term	Create a rural road safety program to systematically improve two-lane undivided roads within the HIN. Implement low-cost, high-impact countermeasures to combat roadway departure crashes, such as enhanced curve signing and delineation, paved shoulders, rumble strips, safety edge, wider edge lines, and high friction surface treatment.	Hall County GHMPO Cities of Flowery Branch, Oakwood, and Gainesville GDOT

Existing Policy: GHMPO has a Complete Streets Policy, which the Cities of Gainesville and Oakwood have adopted. The policy promises to provide technical assistance to local governments to develop, implement, and fund Complete Streets projects. Complete Street elements typically support safe motorized speeds, while creating a bicyclist- and pedestrian-friendly street environment.

Existing Program: GDOT SRTS has dedicated staff and resources to support school districts who want to improve safety outcomes. In 2023, the Safe Routes to School Quick-Build Traffic Calming Guidebook was released, providing a framework to implement low-cost, temporary solutions and then make them permanent. [GDOT Safe Routes to School Quick-Build Traffic Calming Guidebook PDF](#)

GHMPO Complete Streets vision: Every public right-of-way shall be planned, designed, constructed, and maintained such that all residents within the Gainesville-Hall Metropolitan Planning Organization (GHMPO) planning area have multi-modal transportation options to safely and conveniently travel to and from their destinations.

Table 5 • Safer Vehicles Principle | Strategies, Actions, and Timelines

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Advance safety technology on publicly owned fleet vehicles.	A: Equip public fleet vehicles with safety technologies.	Mid- to long-term	Ensure that future purchases of vehicles for the County and other public institutions are equipped with the latest safety-related devices, designs, and technologies such as automatic emergency braking, forward collision warning systems, lane keep assist, drowsiness detection systems, speed governors, and other advanced driver assistance systems.	GHMPO, Hall County Cities of Flowery Branch, Oakwood, and Gainesville.
	B. Integrate and connect small-scale and e-powered mobility options: microtransit, scooters, bike sharing, and golf carts.	Mid- to long-term	Increase visibility of microtransit vehicles, include wayfinding, and streamline pick-up and drop-off locations. Identify priority areas for sidewalk development according to microtransit destinations. Determine zones and road classifications suitable for golf carts and other light vehicles.	WeGO, Hall County Area Transit, Public Works

- **Existing Technology:** Hall Area Transit’s WeGO fleet has safety technology to flag phone use while driving the vehicle. The technology reduces distracted driving to protect passenger safety.



Table 6 • Safer Speeds Principle | Strategies, Actions, and Timelines

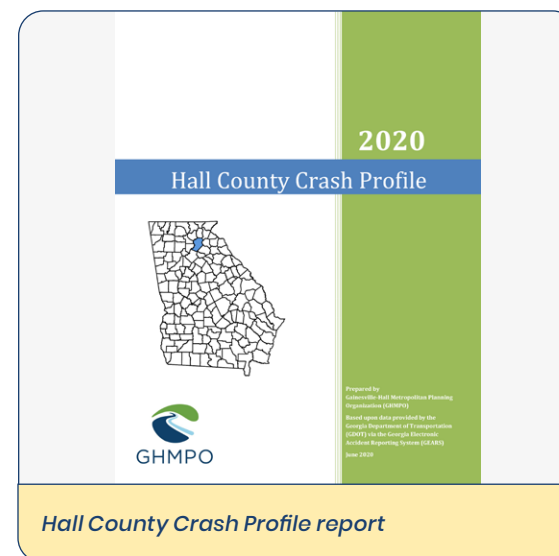
STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Reduce speed through design.	A: Update roadway design standards.	Mid- to long-term	Update roadway design standards to include strategies for “self-enforcing” or self-explaining roads that naturally encourage drivers to adhere to speed limits.	GHMPO, Hall County Cities of Flowery Branch, Oakwood, and Gainesville
	B: Update Traffic Calming Policy for Hall County and the City of Gainesville.	Mid- to long-term	Update County Residential Speed Control Program and the City of Gainesville Traffic Calming Policy to prioritize the HIN and include other safety countermeasures in addition to speed tables.	Hall County Public Works, City of Gainesville Public Works
	C: Develop a Residential Traffic Calming Policy for the City of Oakwood and the City of Flowery Branch.	Short- to mid-term	The City of Flowery Branch and the City of Oakwood should develop a Traffic Calming Policy for residential areas or adopt a version of the Hall County or City of Gainesville Traffic Calming Policy for use on city streets.	City of Flowery Branch Public Works, City of Oakwood Public Works
	D: Adjust traffic signal timing.	Short- to mid-term	Adjust traffic signal timing to increase pedestrian crossing time where appropriate, especially in downtowns and outside pedestrian generators, to encourage driving at lower speeds.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	E: Increase use of speed feedback signs.	Short-term	Increase use of speed feedback signs along HIN corridors and ensure accuracy and maintenance of the signage.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 2: Update speed-limit policies and implement a speed management program.	A: Identify and implement target speeds along the HIN.	Mid- to long-term	Create a process to identify and implement target speeds along HIN corridors to lower speed limits where appropriate, including traffic and engineering studies as required by Georgia Code.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	B: Implement school-zone speed safety cameras.	Short- to mid-term	Pilot the use of school-zone safety cameras as permitted by state law, beginning with schools along HIN corridors, along high-speed arterials, and in school zones with documented speeding problems.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville
	C: Move away from the 85th percentile method for setting speed limits.	Mid-term	Move away from the 85th percentile method of setting speed limits for all types of roadways and adopt alternative methodologies that focus on safety.	Public Works: Hall County; Cities of Flowery Branch, Oakwood, and Gainesville

Table 7 • Post-Crash Care Principle | Strategies, Actions, and Timeline

STRATEGY	ACTION ITEMS	TIMELINE	DESCRIPTION	AGENCIES INVOLVED
Strategy 1: Integrate safety into all departments and ensure multi-agency coordination.	A: Create and implement a multi-agency fatal crash rapid-response team, integrating with existing Georgia State Patrol efforts where possible.	Short-term	Establish a multi-agency fatal crash rapid-response team by formalizing a Traffic Safety Committee. The committee should meet quarterly, evaluate progress toward implementation of the Safety Action Plan, leverage their communication channels, and discuss safety concerns.	GHMPO, Hall County, Cities of Flowery Branch, Oakwood, and Gainesville Hall County Sheriff's Office, municipal police departments, GDOT, Georgia State Patrol (Specialized Reconstruction Team)
	B: Update and expand systemic safety analysis.	Short-term	Monitor progress of strategies and actions and update regional Safety Action Plan at least every five years.	GHMPO
	C: Integrate crash data into project prioritization.	Short- to mid-term	Update crash data analysis annually and incorporate findings in strategic planning.	GHMPO Hall County Cities of Flowery Branch, Oakwood, and Gainesville

➔ **Existing Program:** GHMPO already releases annual crash statistics for Hall County, monitoring the number of crashes by severity, location, conditions, and driver characteristics. These reports informed the need for this Safety Action Plan and will be essential for evaluating the success of implemented strategies.



06

Implementation Plan



Corridor on All Modes High Injury Network, White Sulphur Road, Gainesville, GA

Hall County Safety Countermeasures

*The Hall County Safety Action Plan's implementation is a **long-term commitment to traffic safety** by multiple agencies and jurisdictions.*

The success of this plan will be determined by how well it can be implemented through projects and policy. This is where the plan may face constraints created by policies and budgets, as well as site-specific, spatial, and infrastructural constraints. Therefore, it is paramount that Hall County have a clear implementation plan so that they can coordinate with residents, local property owners, public works, and the Georgia Department of Transportation (GDOT).

Countermeasures Tool Kit

Once the project team identified the crash profiles (described in Chapter 2), they then determined the appropriate safety countermeasures to address each crash profile. A safety countermeasure is an infrastructure or policy intervention that attempts to reduce the likelihood of a given crash type at a given location or area. Safety countermeasures can take many forms. Converting an intersection to a roundabout, installing lighting, and improving worn pavement are examples of safety countermeasures that can be implemented to try to improve traffic safety.

The safety countermeasures that were identified were compiled into the following categories:

- ➔ Pavement markings
- ➔ Pavement surface
- ➔ Shoulder treatment/clear zone
- ➔ Signs
- ➔ Lighting
- ➔ Median
- ➔ Roundabouts
- ➔ Intersection layouts
- ➔ Stop-controlled intersections
- ➔ Trucks
- ➔ Traffic signals
- ➔ Pedestrian
- ➔ Bicycle
- ➔ Speed management
- ➔ Studies
- ➔ Roadway cross sections
- ➔ Outreach and education programs
- ➔ Access management

Safety Countermeasure Examples



Pedestrian refuge islands, high-visibility crosswalks, and curb extensions. Addresses Crash Profile 2: Pedestrian Crashes at Intersections within Incorporated Cities.

Pedestrian refuge island (credit: Dan Burden, pedbikeimages.org)



Conversion of a signalized intersection into a multi-lane roundabout. Addresses Crash Profiles 2, 4, 5, 6, and 8.

Bike lane (credit: Dan Burden, pedbikeimages.org)



Flex-post protected bicycle lane. Addresses Crash Profile 1: Non-Intersection Pedestrian/Bicyclists Crashes on Corridors without Sidewalks.

Protected bike lane (credit: Megan Kanagy, pedbikeimages.org)



Grade Separated Pedestrian Bridges are an example of a successful countermeasure.

In most cases, a single crash profile can be addressed with multiple countermeasures. By assigning multiple possible countermeasures to a single crash profile, engineers, policy makers, and advocates have a toolkit they can call upon to address safety concerns at a given location.

The effectiveness of a countermeasure is called the crash modification factor (CMF). CMFs are developed through studies of locations where a given countermeasure has been implemented. For example, if retroreflective blackplates were installed on traffic signals at a given intersection, then a study could be conducted to determine

whether rear end crashes at the intersection increase, decrease, or roughly stay the same.

The CMF is reported as a decimal number that represents the ratio of a given crash type after a countermeasure has been implemented. A CMF of 0.8 would indicate that a given study found that there were 0.8 times (or 80%) as many crashes of a given type after a countermeasure was implemented. A CMF less than 1 indicates an expected decrease in the number of crashes, and a CMF greater than 1 indicates an expected increase in the number of crashes for a given countermeasure.

Crash reduction factors (CRFs) are a value that represents the percent reduction in crashes. For example, in the case of retroreflective blackplates, the CMF is 0.85 and the CRF equates to 15 percent crash reduction.

The CRF is the expected percent decrease in crashes of a given type and severity. Table 9 shows safety countermeasures and its correspondent CRF % for Hall County.

It is important to note that the crash reductions indicated by a CMF are not a guarantee. They are intrinsically tied to the location and time in which the study was conducted. The actual impacts on collisions could be greater or less depending on site-specific conditions. Countermeasures and their corresponding CMFs are often sourced from the CMF Clearinghouse, which is maintained by the United States Department of Transportation (USDOT) and from the proven countermeasures list provided by the Federal Highway Administration (FHWA). Other sources include *Countermeasures That Work* provided by the National Highway Traffic Safety Administration and *Report 926: Guidance to Improve Pedestrian and Bicyclist Safety at Intersections* by the National Cooperative Highway Research Program.

Table 8 • Countermeasure Sources

SOURCE	DATA
Proven Safety Countermeasures FHWA , USDOT FHWA	FHWA's Proven Safety Countermeasures initiative is a collection of 28 countermeasures and strategies effective in reducing roadway fatalities and serious injuries on our nation's highways.
CMF Clearinghouse, USDOT	The CMF Clearinghouse is the primary database for traffic safety countermeasure studies.
National Cooperative Highway Research Program	<i>Report 926: Guidance to Improve Pedestrian and Bicyclist Safety at Intersections</i> provides a series of countermeasures with CMFs and relative costs.
National Highway Traffic Safety Administration	<i>Countermeasures That Work</i> provides a list of largely non-engineering countermeasures including education programs, studies, and policies.

Table 9 • Hall County Safety Countermeasures

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Pavement Markings	Install wider edgelines (4 to 5 inches)	30.1%	All Crash Types, All Severities
	Upgrade existing markings to wet-reflective pavement markings	25.4%	Run Off Road, Wet Road, All Severities
Pavement Surface	Install centerline rumble strips	22.0%	All Crash Types, K, A, B, C
	Install high friction surface treatment	44.0%	Run Off Road, K, A, B, C
	Install high friction surface treatment on ramps	63.5%	All Crash Types, K, A, B, C
	Install high friction surface treatment on horizontal curves	48.5%	All Crash Types, K, A, B, C
	Resurface deteriorated pavement	14.2%	All Crash Types, K, A, B
Shoulder Treatment/Clear Zone	Install safety edge	10.8%	Run Off Road, K, A, B, C
	Install wider markings and shoulder rumble strips with resurfacing (4 to 6 inches)	26.0%	All Crash Types, K, A
	Pave deteriorated 2-ft shoulder	3.0%	Fixed Object, Head On, Run off Road, Sideswipe, K
		4.0%	Fixed Object, Head On, Run off Road, Sideswipe, A, B, C
	Upgrade narrow unpaved shoulder (< 5 feet) to wide paved shoulder (> 5 feet)	72.0%	All Crash Type, K, A, B, C
	Upgrade narrow unpaved shoulder (< 5 feet) to wide unpaved shoulder (> 5 feet)	65.0%	All Crash Type, K, A, B, C
	Flatten side slopes	5.30%	Cross Median, Fixed Object, Run Off Road, Other, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Shoulder Treatment/Clear Zone continued	Remove or relocate fixed objects outside the clear zone	97.6%	Fixed Object, All Severities
	Install roadside barrier	51.0%	Run Off Road, K, A, B, C
	Install crash cushion	69.0%	Fixed Object, K, A, B, C
	Install shoulder rumble strips (on horizontal curves), rural roads	5.0%	Head On, Run off Road, Sideswipe, All Severities
Signs	Install sequential dynamic chevrons	60.0%	Non-Intersection Crashes, K, A, B, C
	Install new fluorescent curve signs or upgrade existing curve signs to fluorescent sheeting	35.0%	All Crash Types, All Severities
Lighting	Install lighting	37%	All Crash Types, K, A, B, C
	Install intersection illumination	12%	Nighttime Crashes, All Severities
		33%	Angle, All Severities
		42%	Nighttime, Vehicle-Pedestrian Crashes, A, B, C
		43.8%	Vehicle-Pedestrian Crashes, All Severities
		78%	Vehicle-Pedestrian Crashes, K
	Install lighting at interchanges	26%	All Crash Types, K, A, B, C
Median	Provide a raised median	55.0%	Angle, All Severities
		71.0%	Head On, All Severities
	Convert an open median to a directional median	23.0%	All Crash Types, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Median continued	Install any type of median barrier (for urban areas, only applicable to roadway sections with a depressed median)	43.0%	All Crash Types, K
		30.0%	All Crash Types, A,B,C
	Install cable median barrier	44.0%	Head On, All Severities
	Increase median width	Varies depending on existing and proposed median widths	All Crash Types, All Severities
	Replace two-way left-turn lanes (TWLTL) with Raised Median	19.0%	Rear End, All Severities
Roundabouts	Conversion of intersection to single-lane roundabout	59.0%	All Crash Types, All Severities
	Conversion of signalized intersection to multilane roundabout	20.0%	All Crash Types, K, A, B, C
	Conversion of stop-controlled intersection to multilane roundabout	5.0%	All Crash Types, All Severities
	Convert intersection to high speed (+ 55 mph approach, rural, low annual average daily traffic) roundabout, single lane	79%	All Crash Types, K, A, B, C
Intersection Layouts	Improve angle of channelized right-turn lane	60.3%	Right Turn, Other, All Severities
	Introduce zero or positive offset left-turn lane on crossing roadway	20.0%	Angle, All Severities
	Convert a conventional signalized intersection to a signalized superstreet	22.0%	All Crash Types, K, A, B, C
	Convert intersection to restricted crossing U-turn (RCUT) intersection	20.0%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Intersection Layouts continued	Convert intersection to Type A median U-turn intersection	22.7%	All Crash Types, K, A, B, C
	Convert intersection to Type B median U-turn intersection	28.3%	All Crash Types, K, A, B, C
	Convert a conventional unsignalized intersection to an unsignalized superstreet	44.0%	All Crash Types, All Severities
		75.0%	Angle, Right Turn, All Severities
	Change intersection skew angle	Varies depending on existing roadway geometry	All Crash Types, All Severities
	Increase triangle sight distance	48.0%	All Crash Types, A, B, C
		11%	All Crash Types, O
	Change right-turn lane geometry to increase line of sight (approach level)	59.0%	All Crash Types, All Severities
	Change right-turn lane geometry to increase line of sight (intersection level)	43.6%	All, K, A, B, C
Stop-Controlled Intersections	Convert an intersection into a continuous green T-intersection	15.4%	All Crash Types, K, A, B, C
	Convert minor-road stop control to all-way stop control	70.0%	All, A, B, C
	Replace standard stop sign with flashing LED stop sign	41.5%	Angle, All Severities
	Provide flashing beacons at stop-controlled intersections	10.0%	All Crash Types, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Stop-Controlled Intersections continued	Provide “stop ahead” pavement markings	31.0%	All Crash Types, All Severities
	Implement systemic signing and marking improvements at stop-controlled intersections	18.4%	All Crash Types, K, A, B, C
		16.7%	Angle, All Severities
	Improve stop sign retro reflectivity	9.4%	All Crash Types, K, A, B, C
	Install transverse rumble strips on stop-controlled approaches in rural areas	29.0%	All Crash Types, K, A, B, C
	Install intersection conflict warning systems for 2-lane at 2-lane intersections	30.0%	All Crash Types, A, B, C
Trucks	Install intersection conflict warning systems for 4-lane at 2-lane intersections	20.0%	All Crash Types, A, B, C
	Provide truck climbing lane	46.0%	Truck Related, All Severities
Traffic Signals	Install advance downgrade warning sign	13.4%	Truck Related, All Severities
	No turn on red signs	3.0%	All Crash Types, All Severities
	Red-light cameras	32.4%	All Crash Types, K, A, B, C
	Install red-light camera on major road of a 4-leg intersection (motorcycle crashes)	37.0%	Motorcycle Related crashes, All Severities
	Install red-light camera on minor road of a 4-leg intersection (motorcycle crashes)	25.0%	Motorcycle Related crashes, All Severities
	Install red-light camera on major road of a T-intersection (motorcycle crashes)	55.0%	Motorcycle Related crashes, All Severities
	Install leading pedestrian intervals (LPIs)	15.0%	Vehicle-Pedestrian, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Traffic Signals continued	Install left-turn flashing yellow arrow signals and supplemental traffic signs (protected-permissive left-turn phasing)	14.3%	Left Turn, All Severities
	Install left-turn flashing yellow arrow signals and supplemental traffic signs (permissive only left-turn phasing)	50.2%	Left-Turn, All Severities
	Convert protected/permissive left-turn phasing to protected-only left-turn phasing	34.0%	Left Turn, All Severities
	Convert permissive left-turn phasing to protected-only left-turn phasing	77.0%	Left Turn, All Severities
	Implement coordinated traffic signals	No CMF/CRF Available	Rear End*
	Review green times	No CMF/CRF Available	Rear End*
	Install near-side signal heads	30.0%	Red-Light Run Crashes, Frontal Impact Crashes, All Severities
	Install advanced dilemma zone detection	39.0%	All Crash Types, K, A, B, C
	Implement systemic signing and visibility improvements at signalized intersections	4.5%	All Crash Types, All Severities
		4.00%	Rear End, All Severities
		11.60%	Angle, All Severities
	Install dynamic all-red extension	7.0%	Other Crash Type, All Severities
	Increase all-red clearance interval	20.2%	All Crash Types, K, A, B, C

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Traffic Signals continued	Add 3-inch yellow retroreflective sheeting to signal backplates	15.0%	All Crash Types, All Severities
	Install pedestrian countdown timer	12.50%	Rear End, All Severities
		70.00%	Vehicle-Pedestrian, All Severities
	Install dynamic signal warning flashers	20.8%	Rear End, All Severities
		25.5%	Angle, All Severities
	Increase yellow change interval (greater than Institute of Transportation Engineers' recommended practice)	35.70%	Rear End, All Severities
	Install adaptive traffic signal control	12.20%	Rear End, All Severities
Pedestrian	Improve detection of motorcyclists	No CMF/CRF Available	Vehicle-Motorcycle*
	Increase pedestrian crossing time	51.00%	Vehicle-Pedestrian
	Curb extensions	No CMF/CRF Available	Vehicle-Pedestrian*
	Curb radius reduction	No CMF/CRF Available	Vehicle-Pedestrian*
	Crossing barriers/fences to prevent pedestrian crossings in unsafe locations	No CMF/CRF Available	Vehicle-Pedestrian*
	Grade-separated crossings	13.00%	Vehicle-Pedestrian
	High-visibility crosswalks	40%	Vehicle-Pedestrian, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Pedestrian continued	Install advance yield or stop markings and signs for midblock crossings	25.00%	Vehicle-Pedestrian, All Severities
	Install raised median with marked crosswalk (uncontrolled)	46.00%	Vehicle-Pedestrian, All Severities
	Install raised median with/without crosswalk (uncontrolled)	31.5%	Vehicle-Pedestrian, All Severities
	Install pedestrian refuge	31.50%	Vehicle-Pedestrian, All Severities
	Install a pedestrian hybrid beacon (PHB or HAWK)	45.00%	Vehicle-Pedestrian, K, A, B, C
	Install rectangular rapid flashing beacon (RRFB)	70.00%	Vehicle-Pedestrian, All Severities
	All-walk phase/protected pedestrian phase	35.00%	Vehicle-Pedestrian, All Severities
	Install sidewalk	40.20%	Vehicle-Pedestrian, All Severities
Bicycle	Install shared-use path (on 6-lane divided urban road)	25%	Vehicle-Bicycle, All Severities
	Install bike lane	72.60%	Vehicle-Bicycle, All Severities
	Convert traditional bike lane to separated bike lane with a blend of flexi-post and other vertical elements	36%	Vehicle-Bicycle, All Severities
Speed Management	Install dynamic speed feedback sign	5.00%	Single Vehicle Crashes, All Severities
	Implement appropriate speed limits for all users	No CMF/CRF Available	Run off road, Single Vehicle*
Roadway Cross Section	Narrow lane from 12 to 11 feet (rural highways)	24%	All Crash Types, All Severities
	Road diet (convert 4-lane undivided road to 2-lanes plus turning lane)	29.0%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

CATEGORY	COUNTERMEASURE	CRF	CRASH TYPE AND SEVERITY
Roadway Cross Section continued	Change number of lanes on major road of a 4-leg signalized intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Change number of lanes on minor road of a 4-leg signalized intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Change number of lanes on minor road of a signalized T-intersection from X to Y	Varies	Motorcycle Related Crashes, All Severities
	Convert major road of a signalized T-intersection from 2-way to 1-way	60.0%	Motorcycle Related Crashes, All Severities
	Install periodic passing lanes on rural 2-lane highways	35%	Non-Intersection Crashes, K, A, B, C
	Install protected intersection	No CMF/CRF Available	Vehicle-Pedestrian, Vehicle-Bicycle*
Access Management	Absence of access points	44%	All Crash Types, All Severities

*A CMF study is not available for this countermeasure. Therefore, the listed crash types for this countermeasure are based on engineering judgment, but not on a formal study.

Non-Infrastructure Countermeasures

Traffic safety countermeasures do not always take the form of new infrastructure. Focused studies and education programs can also improve safety. GDOT's Safe Routes to School (SRTS) programs and road safety audits can help remediate safety concerns specific to a given corridor or area.

SRTS

GDOT's SRTS program focuses on the 5 Es: Evaluation, Engineering, Education, Encouragement, and Enforcement. The SRTS team should comprise school staff, parents and caregivers, local businesses, local police departments, and other stakeholders, to assess the walking and bicycling infrastructure that students use to travel to and from school. Additionally, transportation data within two miles of the school is collected and analyzed, including crash data, vehicular speeds, and projected future enrollment.



ENGINEERING

Engineering involves the selection and implementation of infrastructural and operational safety countermeasures to reduce traffic volumes, decrease vehicular speeds, and reduce instance of traffic conflicts to improve safety. Education and Encouragement create programs and activities that make walking and biking to school both safe and fun so that students and teachers choose these

transportation modes instead of driving. Finally, the program coordinates with local police to ensure the Enforcement of traffic laws, such as school-zone speed limits, to encourage safer behavior from drivers around the school. Once these programs have been enacted, it is necessary to return to the first E, Evaluation, to measure the effectiveness of the program. Are more students walking and biking to school? Has the number of crashes within 2 miles of the school been reduced year over year? These are the kinds of questions that need to be answered to see if the SRTS program is having the desired impacts.

ROAD SAFETY AUDITS

Road safety audits follow a similar pattern to SRTS programs. The main difference is that instead of being focused on a school, the focus is on a specific street, neighborhood, or district within a city or town. Similarly to the SRTS program, a road safety audit involves assembling local stakeholders and then evaluating the existing traffic safety concerns. Evaluating traffic safety can involve analyzing crash and traffic data, conducting walk-throughs of the study area with stakeholders, and conducting public meetings so that residents and businesses can voice their transportation concerns and suggestions. Once this data is collected, a report is created recommending safety countermeasures to improve safety within the study area. The report can take the form of a general menu of safety countermeasures that can be applied within the study area or be as specific as developing a conceptual plan for where to apply safety countermeasures at specific locations along the corridor.

EDUCATION PROGRAMS

Education programs can improve safety by educating road users to choose safer behaviors. The Motorcycle Safety Program for Riders, offered by the Georgia Department of Driver Services, and the Keep Georgia Safe program, offered by GDOT, are both examples of roadway safety education programs offered in the state of Georgia.

MOTORCYCLE SAFETY PROGRAM

The Motorcycle Safety Program for Riders offers courses for both beginners and advanced motorcyclists. Participation in the course is encouraged by providing participants who complete the basic rider course with a 90-day motorcycle license test waiver. These courses teach motorcyclists how to drive defensively, how to react to obstacles, and the importance of proper safety gear and vehicle maintenance. Incentivizing road users to participate in the Motorcycle Safety Program and any similar education programs may improve safety by teaching road users to avoid dangerous behaviors.

KEEP GEORGIA SAFE

Keep Georgia Safe is a set of free educational materials provided by GDOT for students in grades K–12. The content is provided on GDOT's website and is organized by grade so that it is easy for educators to select content that is appropriate for their class. The educational materials include videos, practical examples that can be conducted in the classroom, posters, and activity books. The educational materials provided on this website can give teachers the tools they need to convey to their students how they can be safer when walking, biking, or driving along Georgia's roadways.

Project Recommendations

Based on prior precedent plans and studies in Hall County, the team prepared a prioritization framework and gathered necessary data to perform prioritization. The proposed framework includes factors such as equity emphasis areas, overlap with HINs, fatal and severe injury crashes, risk factors, proximity to community facilities, project complexity and coordination needed, previous plans and studies, community and stakeholder input, and road ownership. For more details regarding the Project Prioritization Methodology, see Appendix D.

The project team also reconciled projects against exiting planning efforts such as the Gainesville–Hall Metropolitan Planning Organization’s (GHMPO’s) Metropolitan Transportation Plan, GHMPO’s Transportation Improvement Program, and the other plans and studies, such as the Bicycle and Pedestrian Plan update, Flowery Branch Downtown Parking and Mobility Study, the Braselton Trail Feasibility Study, the State Route 365/Jesse Jewel Parkway Traffic Impact Study, the Gainesville Trail Study, and the Dawsonville Highway – McEver Road Connectivity Study, among other efforts.

Individual projects were scored based on select criteria. This section briefly describes the criteria used to prioritize safety infrastructure projects in Hall County.

Each of the projects were evaluated according to:

- ➔ Overlaps with areas where people are most vulnerable (e.g., low income and areas of persistent poverty)
- ➔ Overlaps with one of the four high injury networks (HINs)
- ➔ Proximity to fatal or serious injury crashes
- ➔ Addresses concerns within identified crash profiles
- ➔ Proximity to key community facilities (parks, schools, institutional facilities, courthouses, or commercial and mixed-use land uses)
- ➔ Project complexity and required coordination with transportation agencies
- ➔ Level of public/stakeholder support (from online survey, community meetings, and stakeholder meetings)

The points associated with the defined criteria were summed for each project to generate a raw score that reflected its overall priority—with higher scores indicating a higher priority for implementation.

The draft list of scored and prioritized projects was presented to the project’s steering committee for feedback, which further helped inform the final prioritization of projects for the plan. After assessing the list of projects to see which would have the greatest

impact on transportation safety within Hall County, five priority projects emerged. While five priority project emerged for the purpose of producing cutsheets for this Plan, all of the projects in this Plan are important and implementing them will advance the goal of reducing and eliminating fatalities and serious injuries..

The project recommendations include safety countermeasures from the toolkit presented in the previous section; all improvements would meet Americans with Disabilities Act (ADA) requirements. To support project development, the project list incorporates recommended countermeasures to corridors and intersections with crashes that match identified crash profiles.

To assist in planning and budgeting for advancement and implementation of SS4A Action Plan recommendations, the project team prepared planning-level cost estimates for each of the five priority projects detailed in the cutsheets.¹

See pages 67, 68, 69, 70 and 71 for more detailed information.

¹ Cost estimates are shown in current-year (2025) dollars and are subject to change over time, due to factors such as the cost of labor, materials, and inflation. For more information regarding the Cost Estimate Assumptions and Methodology, see Appendix D.

Table 10 • Top Priority Projects

PROJECT ID	PROJECT NAME	BEGIN	END	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS ELIGIBLE?	TOTAL SCORE
SFTY-03	Queen City Parkway Corridor Improvements	Jesse Jewell Pkwy.	Old Candler Rd.	Assess and improve Queen City Pkwy. between Jesse Jewell Pkwy. and Candler Rd. to reduce speeds along the corridor. This project will also fill existing gaps in sidewalk networks, as well as assess the potential installation of median U-turn intersections where feasible.	Gainesville, Unincorporated Hall Co.	No	31
PED-03	Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula	Miller Dr.	Lewallen Cir.	Design and construct sidewalks, pedestrian lighting, traffic management devices, and other general streetscape improvements to improve pedestrian safety and movements within Downtown Lula.	Lula	Yes	30
SFTY-02	Limestone Parkway Corridor Safety Improvements	Cleveland Hwy.	Jesse Jewell Pkwy.	Specific safety countermeasures to consider include reduction of speed limits; installation of pedestrian/bicycling improvements; signal timing along Limestone Pkwy; and others. This proposed project would also seek to implement specific safety countermeasures suggested as part of the SR 365/ Jesse Jewell Parkway Traffic Impact Study (2021).	Gainesville, Unincorporated Hall Co.	Yes	29

*Safe Routes to School

PROJECT ID	PROJECT NAME	BEGIN	END	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS ELIGIBLE?	TOTAL SCORE
PED-02	Phil Niekro Boulevard/ Spout Springs Road Corridor and Pedestrian Safety Improvements	Atlanta Hwy.	Hog Mountain Rd.	Design and construct speed reduction and safety measures throughout the corridor. Specific safety countermeasures include implementation of a corridor access management plan; reduction in speed limits; roadway lighting; wider edge lines; and pedestrian improvements at certain intersections throughout the corridor.	Flowery Branch Braselton, Unincorporated Hall Co.	Yes	22
R-03	E.E. Butler Parkway at MLK Jr. Boulevard Roundabout	N/A	N/A	Reconfigure or make geometric improvements at the intersection. A roundabout, if determined to be feasible, could improve the intersection safety and performance.	Gainesville	No	26
SFTY-17	Candler Road Corridor Safety Improvements	I-985	Hall Co. Line	Construct sidewalks, roundabouts, right-in/right-outs, roadway departure countermeasures (where there are curve and visibility issues), without ROW acquisition.	Gainesville Unincorporated Hall Co.	Yes	22

*Safe Routes to School

Hall County Safe Streets for All Plan

SFTY-03: Queen City Parkway Corridor Improvements

Corridor Summary

The Queen City Parkway corridor contains portions of each High Injury Network. The corridor was the site of nineteen (19) serious injury crashes, and two (2) fatal crashes.

Prioritization Rank: #1

Planning-Level Cost Estimate: \$19.3M - \$23.2M



Key Corridor Statistics:

- 71.43% of serious & fatal injury crashes were intersection-related
- 47.62% of serious & fatal injury crashes were left-angle crashes
- 38.10% of serious & fatal injury crashes were night-time crashes in unlit areas

Description: This project would calm traffic speeds along Queen City Pkwy from Jesse Jewell Pkwy to Candler Rd. This segment of Queen City Pkwy lies within an Equity Emphasis Area, and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. Of the 21 fatal and serious injury crashes occurring in the corridor from 2018 to 2022, 71.43% (15) were intersection-related, 47.62% (10) were left-angle crashes, and 38.10% (8) occurred in unlit areas during non-daylight hours. This project would assess the Queen City Pkwy corridor for traffic-calming and speed reduction measures, including decreasing the posted corridor speed-limit to 35 mph throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Blvd and West Ridge Rd.

Right-of-Way (ROW) Needs: Limited potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- Lee Gilmer Memorial Airport (1137 Aviation Way)
- Gainesville Municipal Court (701 Queen City Pkwy)
- Pilgrim's Pride Corporation (949 Industrial Blvd)
- Midland Greenway (682 Grove St)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 All four approaches to the Queen City Pkwy/Jesse Jewell Pkwy intersections are in the Bicycle or Pedestrian HINs
- #2 The Aviation Blvd/Queen City Pkwy intersection is in all four HINs
- #3 The W Ridge Rd/Queen City Pkwy intersection was the site of four serious injury crashes and one fatal crash.
- #4 The I-985/Queen City Pkwy intersection is in the top 25% of scores for both the Motorcycle HIN and All-Mode HIN, and was the site of two serious injury crashes and one fatal crash.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Lighting



Median U-Turn Intersections



Hall County Safe Streets for All Plan

PED-03: Main St Pedestrian Lighting & Safety Improvements in Downtown Lula

Corridor Summary

The Main Street corridor contains portions of the Intersection & All-Mode HINs. The corridor also was the site of three (3) minor injury crashes, two (2) serious injury crashes, and one (1) fatal injury crash involving a pedestrian.



Prioritization Rank: #2

Planning-Level Cost Estimate: \$13.8M - \$16.6M



Key Corridor Statistics:

- 60.00% of serious, fatal or minor injury crashes were curve-related
- 40.00% of serious, fatal or minor injury crashes happened at night
- 40.00% of serious, fatal or minor injury crashes involved cyclists/pedestrians
- School Zone present

Description: The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main St from Lewallen Cir to Miller Dr in downtown Lula. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards, constructing ADA-compliant intersection improvements where none currently exist, restriping existing crosswalks, installing audible traffic signals and signs at two major intersections (Main St/Athens St and Main St/8th St), filling all existing sidewalk gaps, widening sidewalks to a minimum of 5.5 feet where not currently present, installing enhanced landscaping and hardscaping, and installing pedestrian- and roadway-level lighting.

Right-of-Way (ROW) Needs: Limited potential ROW needs

Coordination Needs: City of Lula, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- Lula Elementary School (6130 Chattahoochee St)
- Lula City Hall (6055 Main St)
- Spoken Word Church (6467 Main St)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 The intersection between Lula Rd and Main St is within the bottom quartile of the Intersection HIN
- #2 Portions of central Main Street in Lula are in the most severe quartile of corridors within the All-Mode HIN
- #3 The corridor includes Lula Elementary School, which is the site of heavy pedestrian and vehicular traffic during the school year.
- #4 The entirety of Belton Bridge Rd between Main St and State Route (SR) 365 is within the All-Mode HIN; however, the Main St/Belton Bridge Rd intersection is not within the project's Intersection HIN.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Walkways



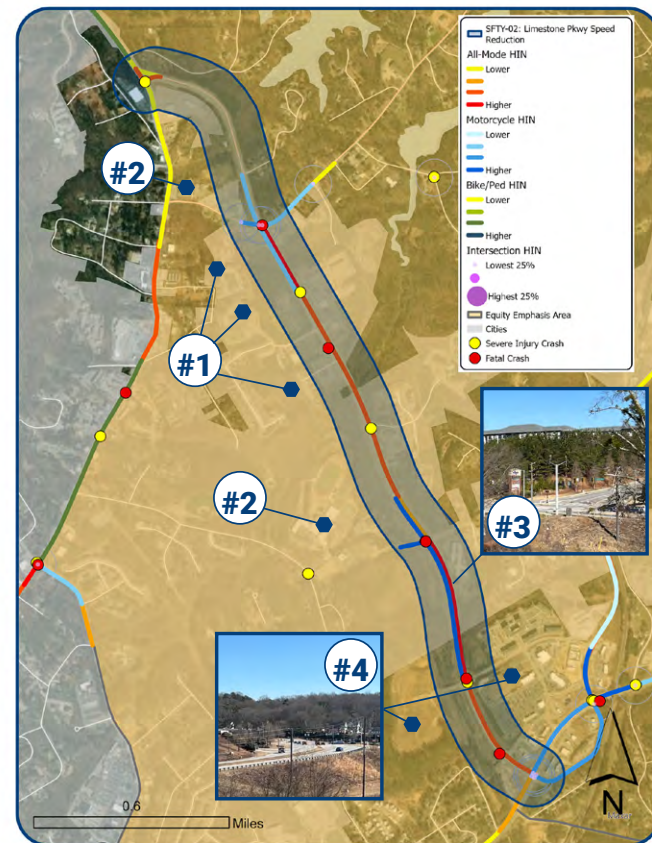
Pedestrian Lighting

Hall County Safe Streets for All Plan

SFTY-02: Limestone Pkwy Corridor Safety Improvements

Corridor Summary

The Limestone Parkway corridor has portions of the Motorcycle, Intersection and All-Mode HINs; and had six (6) serious injury crashes, and five (5) fatal crashes - the latter representing 4.1% of all such crashes in the County.



Prioritization Rank: #3

Planning-Level Cost Estimate: \$7.5M - \$9.1M



Key Corridor Statistics:

- 81.81% of serious & fatal injury crashes involved drivers <18 or 65+
- 63.63% of serious & fatal injury crashes were intersection-related
- Served by transit
- Two schools nearby

Description: The project would calm traffic speeds along Limestone Pkwy from Cleveland Hwy to Jesse Jewell Pkwy. This corridor lies within an Equity Emphasis Area, and was the site of eleven (11) serious and fatal injury crashes from 2018 to 2022. Of the corridor's 11 fatal and serious injury crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including implementation of lower posted speed limits (35 mph) and flashing yellow arrow signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.

Right-of-Way (ROW) Needs: Some potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- **Kroger Grocery**
(1931 Jesse Jewell Pkwy)
- **Publix Grocery**
(2155 Limestone Pkwy)
- **Lakeview Academy**
(796 Lakeview Dr)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 The corridor is home to several large eldercare/hospice facilities - and a majority of all serious or fatal injury crashes involved a driver aged 65 or older.
- #2 Two schools (Lakeview Academy and Advanced Scholars Academy) are also along the corridor, and 81.81% of fatal and serious injury crashes involved older or younger drivers.
- #3 The southern portion of the corridor is in the top 25% of corridors within the Motorcycle and All-Mode HINs.
- #4 The southern end of the corridor is also the site of two shopping centers anchored by grocery stores.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Crosswalk Visibility Enhancements



Appropriate Speed Limits for All Road Users

Hall County Safe Streets for All Plan

PED-02: Phil Niekro Blvd/Spout Springs Rd Corridor & Pedestrian Safety Improvements

Corridor Summary

The Phil Niekro Boulevard/Spout Springs Road contains portions of each HIN. The corridor was the site of twenty-one (21) minor injury crashes, six (6) serious injury crashes, and one (1) fatal crash.



Prioritization Rank: #5

Planning-Level Cost Estimate: \$18.2M - \$21.8M



Key Corridor Statistics:

- 71.43% of minor, serious & fatal injury crashes were intersection-related
- 57.14% of minor, serious & fatal injury crashes were angle crashes
- 32.14% of minor, serious & fatal injury crashes occurred at night

Description: This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Hwy to Hog Mountain Rd. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Blvd for traffic-calming measures, including decreasing corridor speed limits to 35 mph. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Blvd to a four-lane typical section, and potentially install roundabouts at the existing intersections with the I-985 on/off ramps.

Right-of-Way (ROW) Needs: High potential ROW needs

Coordination Needs: City of Flowery Branch, Georgia Dept. of Transportation (GDOT), Federal Highway Administration (FHWA)

Local, State or Federal Roadway: GDOT/State/FHWA

Key Destinations

- Mars Wrigley (4755 Thurmon Tanner Pkwy)
- Stonebridge Village (5855 Spout Springs Rd)
- Gibson Flowery Branch (900 Crest Village Cir)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 A small overlapping portion of Phil Niekro Blvd near large commercial developments east of I-985 is in both the Motorcycle and Bike/PED HINs
- #2 The intersections of Phil Niekro Blvd and the I-985 on/off ramps were both the site of serious injury crashes.
- #3 The stretch of Phil Niekro Blvd between Thurmon Tanner Pkwy and Atlanta Hwy is in the top 25% of corridors in the All-Mode HIN.
- #4 Phil Niekro Blvd at Atlanta Hwy was the site of a fatal crash and is in the top quartile of all intersections in the Intersection HIN; it is also constrained by a nearby active railroad line.

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Lighting



Roundabouts

Hall County Safe Streets for All Plan

R-03: E.E. Butler Pkwy at MLK Jr. Blvd Roundabout

Corridor Summary

The E.E. Butler Parkway/MLK Jr. Boulevard intersection contains portions of the Motorcycle, All-Mode and Intersection HINs. The corridor was also the site of three (3) serious injury crashes, and five (5) minor injury crashes.

Prioritization Rank: #4

Planning-Level Cost Estimate: \$11.1M - \$13.4M



Key Corridor Statistics:

- 87.50% of serious & minor injury crashes involved "following too closely"
- 87.50% of serious & minor injury crashes were curve-related
- 25.00% of serious & minor injury crashes involved motorcycles
- Served by transit

Description: This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Pkwy at MLK Jr. Blvd and Athens St. The intersection lies within an Equity Emphasis Area, and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the 8 serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved "following too closely", and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Pkwy.

Right-of-Way (ROW) Needs: High potential ROW needs

Coordination Needs: City of Gainesville, Georgia Dept. of Transportation (GDOT)

Local, State or Federal Roadway: GDOT/State

Key Destinations

- St. John Baptist Church
(757 E.E. Butler Pkwy)
- Cargill
(826 W Ridge Rd)
- Brenau Univ (East Campus)
(1001 Chestnut St SE)

Key Observations

Numbers correspond to markers on corridor map (left)

- #1 There are several churches near the intersection that may cause increased traffic volumes during off-peak hours.
- #2 High St and MLK Jr. Blvd - key cross streets for E.E. Butler Pkwy - are also both in the Motorcycle HIN.
- #3 Athens St is also within the All-Mode and Intersection HINs, and would likely need to be included in any potential intersection redesign.
- #4 A bridge over active freight rail lines associated with the neighboring Cargill food manufacturing facility at 862 W Ridge Rd may create some project constraints (and may require railroad coordination).

Safety Countermeasures

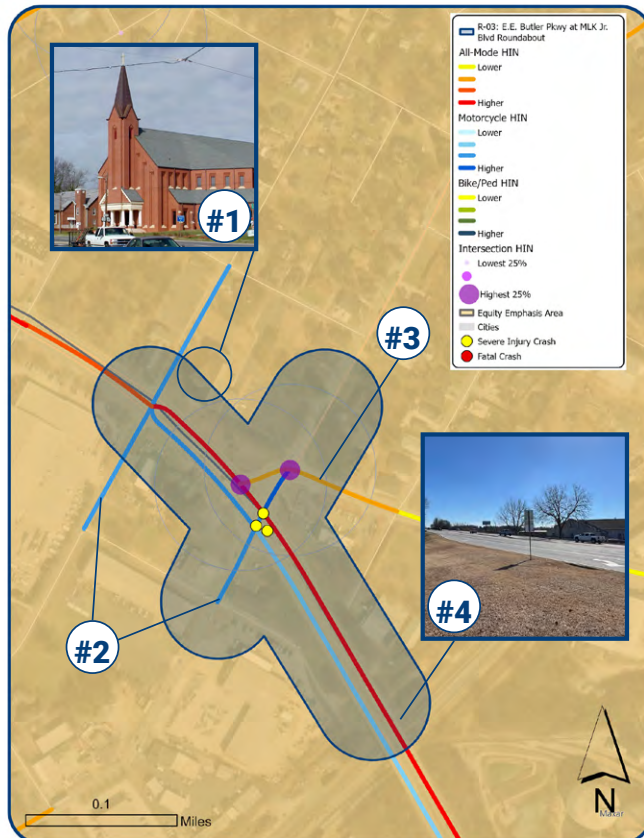
Examples of potential safety countermeasures to consider



Roadway Lighting



Roundabouts



Map 5 • Hall SS4A Project List

LEGEND

PRIORITY PROJECTS (POINT)



PRIORITY PROJECT -
ROUNDABOUT

POTENTIAL PROJECTS (POINT)



INTERSECTION SAFETY
IMPROVEMENTS



PEDESTRIAN SAFETY
IMPROVEMENTS



ROUNDABOUT

PRIORITY PROJECTS (SEGMENT)



PRIORITY PROJECT -
PEDESTRIAN IMPROVEMENTS



PRIORITY PROJECT - SAFETY
IMPROVEMENTS

POTENTIAL PROJECTS (SEGMENT)



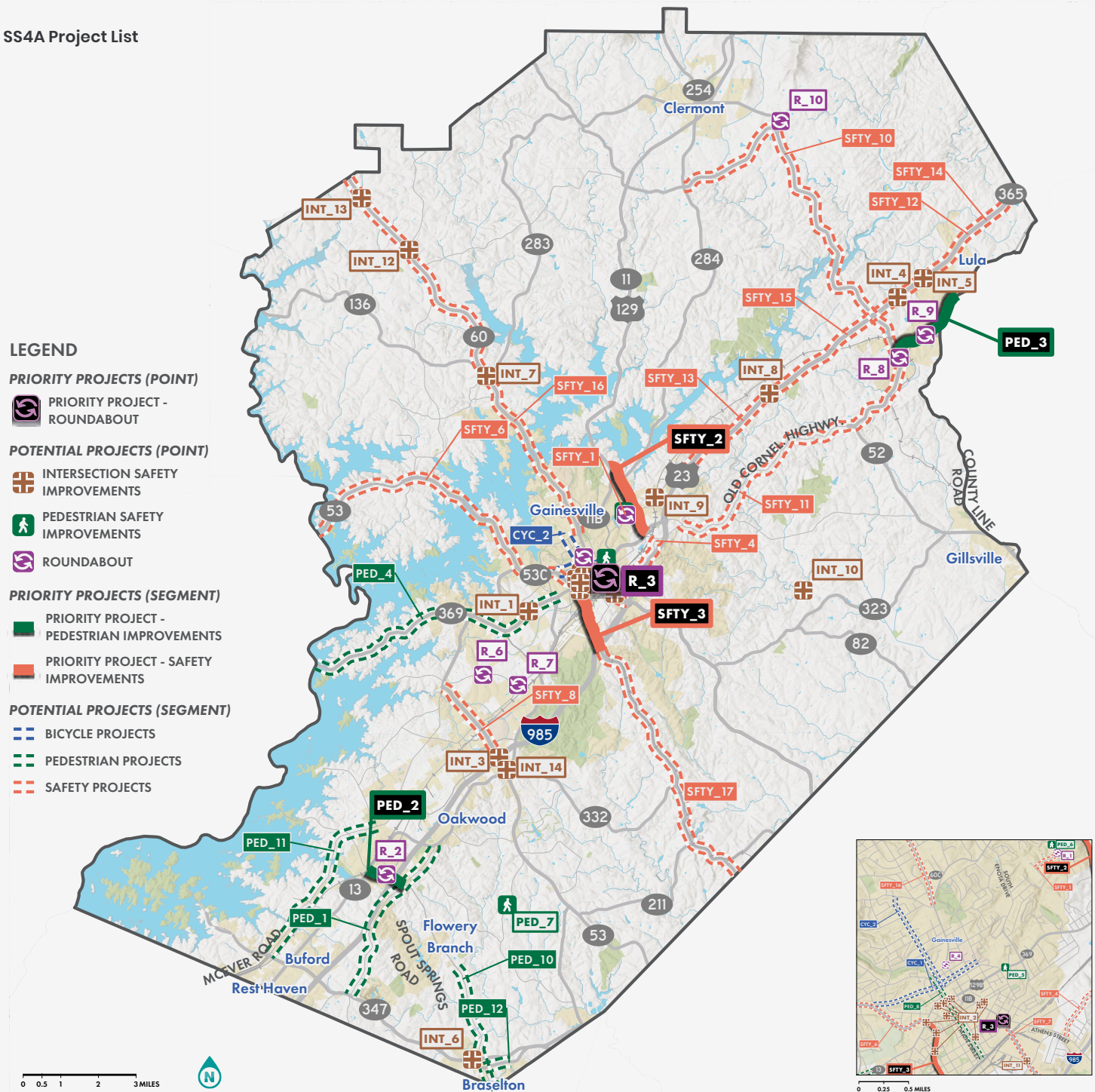
BICYCLE PROJECTS



PEDESTRIAN PROJECTS



SAFETY PROJECTS



The following projects represent ten priority intersection and ten priority corridor projects.
For the complete list of projects, see Appendix E.

Table 11 • Hall County SS4A List of Projects

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
INT-02	Pedestrian Crossing Improvements in Downtown Gainesville (Multiple Locations)			Install pedestrian improvements at: Bradford St @ High St E.E. Butler Pkwy @ Hunter St SE E.E. Butler Pkwy @ College Ave SE Race St @ Hunter St SE Bradford St @ Jesse Jewell Pkwy Maple St @ Jesse Jewell Pkwy W Academy St SW @ Jesse Jewell Pkwy Athens St @ W Ridge Rd Specific safety countermeasures to consider include signalization of stop-controlled intersections (if warranted); installation of sidewalks on all intersection approaches; installation of high-visibility crosswalks at all intersections; signal timing between intersections; and others.	Gainesville	Yes	Medium-Term	29
SFTY-12	SR 365 Vehicle Approaching Notification Systems	YMCA Dr	Hall Co. Line	Add flashing vehicle approaching signs at unsignalized intersections including White Sulphur Rd at Cagle Rd, Howard Rd at White Sulphur Rd where approaching vehicles cannot be seen from stop bars.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26
SFTY-13	SR 365 Signal Notifications	YMCA Dr	Hall Co. Line	Design and install flashing signal approaching signs on SR 365 at Ramsey Rd, between Athens St and SR 52, and approaching Cagle Rd.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
SFTY-14	SR 365 Lighting Improvements	YMCA Dr	Hall Co. Line	Assess whether the AASHTO lighting warrant is met and if so, follow the GDOT Lighting Design Process to install lighting along SR 365.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	26
INT-04	SR 365 at Athens Street in Lula Intersection Improvements			Reconfigure or make geometric improvements, add improvements: full signalization, or installation of dedicated turn lanes.	Unincorporated Hall Co.	No	Medium-Term	25
INT-05	SR 365 at Belton Bridge Road Traffic Signal Warrant Analysis/Improvements			Implement safety improvements consistent with on-going SR 365 Planning Study.	Lula Unincorporated Hall Co.	No	Medium-Term	25
R-05	E.E. Butler Parkway/MLK Jr. Boulevard/Athens Street Roundabout			Reconfigure or make geometric improvements. Complete Intersection Control Evaluation, potentially install roundabout, based on results.	Gainesville	No	Medium-Term	25
PED-08	Main Street Pedestrian Corridor in Downtown Gainesville	Academy Street NW	Industrial Blvd	Create sidewalks and pedestrian improvements at Main St intersections in downtown Gainesville.	Gainesville	Yes	Medium-Term	24
R-04	Green Street at SR 60/US 129 Roundabout			Reconfigure or make geometric improvements. A roundabout, if determined to be feasible, could improve the intersection safety and performance.	Gainesville	No	Medium-Term	23

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
INT-09	White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection Improvements			Reconfigure or make geometric improvements. Specific safety countermeasures to consider include signalization of the intersection, installation of sidewalks, installation of high-visibility crosswalks.	Gainesville	Yes	Medium-Term	22
INT-11	E.E. Butler Parkway at Chestnut Street Intersection Improvements			Shift the existing intersection to the north, further away from intersection of Athens Hwy and Ridge Rd. Extend southbound left turn lane on Athens Hwy on approach to Ridge Rd to prevent left turn traffic queues from blocking the through lane.	Gainesville	No	Medium-Term	22
SFTY-05	Queen City Parkway Sidewalk Installation	Industrial Blvd	Candler Road	Install sidewalks on both sides of Queen City Pkwy.	Gainesville Unincorporated Hall Co.	Yes	Medium-Term	22
SFTY-11	Old Cornelia Hwy Corridor Safety Improvements	Jesse Jewell Parkway	Cemetery Road	Construct improvements in downtown Gainesville. Install sidewalks, roundabouts, right-in/right-out, roadway departure safety countermeasures.	Gainesville Lula Unincorporated Hall Co,	Yes	Medium-Term	22
SFTY-15	SR 365 Incident Area/Crash Investigation Site Installations	YMCA Dr	Hall Co. Line	Construct pull-off areas along the corridor to allow emergency responders and motorists to move incidents away from travel lanes. Area can also be used for crash investigation.	Gainesville Lula Unincorporated Hall Co.	No	Medium-Term	22

*Safe Routes to School

PROJECT ID	PROJECT NAME	START LIMIT	END LIMIT	PROJECT DESCRIPTION	INTERSECTING JURISDICTIONS	SRTS* ELIGIBLE?	TIMEFRAME DESIGNATION	TOTAL SCORE
SFTY-17	Candler Road Corridor Safety Improvements	I-985	Hall Co. Line	Construct sidewalks, roundabouts, right-in/right-outs, roadway departure countermeasures (where there are curve and visibility issues), without ROW acquisition.	Gainesville Unincorporated Hall Co.	Yes	Medium-Term	22
INT-01	Hilton Drive at Browns Bridge Road Intersection Improvements			Reconfigure or make geometric improvements. Specific safety countermeasures to consider include signalization of the intersection; installation of sidewalks along Browns Bridge Rd and Hilton Dr; and installation of a high-visibility crosswalks.	Gainesville	No	Medium-Term	21
SFTY-07	E.E. Butler Parkway Sidewalk Installation	High Street SE	I-985	Install sidewalks on both sides of the corridor.	Gainesville	Yes	Medium-Term	21
INT-03	I-985 at SR 53 Diverging Diamond Interchange			Convert the existing SR 53/I-985 interchange to a Diverging Diamond Interchange.	Oakwood	No	Medium-Term	20
R-07	Mountain View Road at Old Oakwood Road Roundabout			Reconfigure or make improvements - including a potential roundabout. An Intersection Control Evaluation should be completed.	Unincorporated Hall Co.	No	Medium-Term	20
CYC-01	Washington Street Cycling Improvements	Prior Street NE	John Morrow Parkway	Construct cycling improvements in downtown Gainesville. Improvements can include cycle track, semi-protected bike lanes, sharrows, or others.	Gainesville	Yes	Long-Term	18

*Safe Routes to School



Recommended for Washington Street
Cycling Improvements, Washington Street,
Gainesville, GA

07

Annual Monitoring and Evaluation



Downtown Gainesville,
City of Gainesville, GA

Evaluation Strategies and Metrics

*After establishing a baseline of safety conditions, providing a vision for the future, and deciding what strategies and actions should be taken to address safety, the **Safety Action Plan includes methods for evaluating the progress and efficacy of the safety strategies.***

Wider in scope than a before-and-after study of a single roadway, monitoring and evaluation makes it clear to all agencies, stakeholders, and the public, what steps have been taken to improve safety and how crash trends have changed. Below, a few strategies for self-evaluation are recommended.

Traffic Safety Committee

Action Plan Strategy: Integrate Safety into All Departments and Ensure Multi-Agency Coordination.

A Traffic Safety Committee will track the Safety Action Plan's implementation, to help it stay on track. A committed advisory group, who meets regularly, supports the success of individual projects and communication across agencies. The Traffic Safety Committee can include members of the Safety Action Plan Steering Committee.

While the committee's directives will ultimately be established based on member feedback, potential activities could include:

- ➔ Review updated crash/safety data to discuss new crash profiles or potential changes to the HIN
- ➔ Identify ongoing efforts and opportunities for coordination
- ➔ Provide feedback on equitable engagement strategies for different types of safety projects
- ➔ Serve in an advisory capacity on implementation actions and progress

Multi-Agency Fatal Crash Rapid-Response Team

Action Plan Strategy: Create and Implement a Multi-Agency Fatal Crash Rapid-Response Team, Integrating with Existing Georgia State Patrol Efforts where Possible.

After establishment of a Traffic Safety Committee, the committee can create a Fatal Crash Rapid-Response Team for fatal crashes. This team will work to understand the engineering and design failures at play when a fatal crash occurs. This can be done in close coordination with the Georgia State Patrol's Specialized Reconstruction Team. By responding to a fatal crash through a field survey and analysis of crash conditions, quick action and recommendations can be made to lessen the likelihood of a future crash occurring. The Fatal Crash Rapid-Response Team will meet to review police report details, observe behavior at the site, and document the current conditions at the scene of the crash. Members of the team can also serve on the Traffic Safety Committee to facilitate coordination and discuss implementation progress quarterly.

Complete Street Design Guidelines

Action Plan Strategy: Adopt a Complete Streets Policy; Adopt National Association of City Transportation Officials (NACTO) Design guidelines for roadways.

The adoption of Complete Streets supportive design guides by Hall County and the municipalities will update all existing design standards to reflect Complete Streets principles and prioritize the Safe System Approach. These design guidelines will advance safety principles and overall corridor livability throughout Hall County and will apply to future development, maintenance, and major roadway reconstruction projects.

Annual Report Card

The Hall County Safety Action Plan's implementation is a long-term commitment by multiple agencies and jurisdictions to traffic safety. To increase transparency between government and the general public, Gainesville-Hall Metropolitan Planning Organization (GHMPO) will publish progress reports annually. These reports are intended to offer a holistic picture of changes to policy, updates on implemented projects or programs, and most critically, changes in crash numbers and outcomes.

The report can include the following metrics:

Table 12 • Annual Report Card Metrics

METRICS	DATA SOURCE
Total killed or serious injury (KSI) crashes by jurisdiction and county-wide	GDOT Crash Data Dashboard, County HIN, County Road Network, Vulnerable Area Index
Map of KSI crashes in the county and in the municipalities	
KSI crash rate by jurisdiction	
Vulnerable road user KSI crashes by jurisdiction and countywide	
Number of KSI crashes in vulnerable areas (see Safer Road Users Action Item 2C)	
Percentage change in KSI crashes and crash types	Unified Planning Work Program, Capital Improvements Plan
Percentage of KSI crashes occurring on HIN	
Number of initiated safety projects in the year	
Number of continuing safety projects in the year	
Number of completed safety projects in the year	Public Works
Roadway design, traffic safety, and enforcement policy changes in the year	
Miles of new and repaired sidewalk	
Miles of new bikeway projects under construction	Sheriff's Department
Number of targeted enforcement campaigns conducted	
Number of educational campaigns conducted	Communications, Public Works, Safe Routes to School (SRTS) Program
Number of completed WeGO transit trips	Hall Area Transit, Hall County
Status of individual strategies and action items	Hall County, GHMPO

Strategies and Metrics Template Table

A simplified version of the strategies and actions table from Chapter 5, this table can be included in the annual monitoring report.

Table 13 • Safer Road Users Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Adopt a Zero-Death resolution by 2050 at each level of government.	Zero-Death resolution adopted.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood)
1.B	Share annual progress reports. Commit to the semi-annual report card summary (see Annual Report Card Table above) in the Zero-Death resolution.	Two annual reports with summary statistics.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood)
1.C	Continue participation in Georgia Association of Metropolitan Planning Organizations.	Active representative attends Georgia Association of Metropolitan Planning Organizations meetings.	GHMPO
2.A	Develop engagement and safety education materials in Spanish.	Bilingual education campaigns (flyers, slogans, presentations).	Hall County
2.C	Develop a vulnerable area index that accounts for socioeconomic factors to use during project prioritization.	Map of vulnerable areas and scores.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.A	Launch road safety education campaigns targeting risky behaviors like aggressive driving and speeding.	Number of safety campaigns launched. Reduction in KSI crashes and speeding.	GHMPO / Hall County / Mayor's Office (Flowery Branch, Gainesville, and Oakwood) / GDOT
3.B	Conduct trainings for County, GHMPO, and City staff on safety countermeasures and Complete Streets policies and best practices.	Number of staff engaged in trainings.	GHMPO / GDOT / Cities of Flowery Branch, Oakwood, and Gainesville
3.C	Implement targeted enforcement actions in high-crash zones to address risky behaviors like failure to yield to pedestrians, speeding, distracted driving.	Number of targeted enforcement campaigns. Reduction in tickets after repeated enforcement.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Table 14 • Safer Roads Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Adopt a Complete Streets Policy.	Complete Streets Policy added to local code.	Hall County / City of Flowery Branch / GHMPO
1.B	Adopt NACTO design guidelines for roadways.	Design Guidelines added to the Roadway Standards.	GHMPO / Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.C	Review and update existing policies and plans (Access Plan, Land Disturbance Permit, Development Plans, County and Cities Street Lighting Policy, County Residential Speed Control Program, and Traffic Calming Device and Speed Hump Program) for multimodal and safety considerations.	Plans and policies updated to create safe multimodal travel.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.D	Update Design Standards and Traffic Operations Procedures to reflect the Complete Streets Policy and to allow encourage innovation in safety practices (e.g., quick-build and pilot projects).	Update to the Roadway Standards.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.E	Create and adopt Quick-Build Policy and Pedestrian Crossing Policy.	Policy added to local code.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.A	Implement safety treatments along the HIN.	Number of projects on HIN. Reduction in KSI crashes. Number of completed safety projects in the year.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville / GDOT
2.B	Implement signal and operational improvements along the HIN.	Number of improvements on HIN. Reduction in KSI crashes.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.C	Diversify funding sources for long-term funding availability.	Number of grant applications. Amount of funding secured.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville

Table 14 continued

#	ACTION	METRICS	AGENCIES INVOLVED
2.D	Review and update the reconstruction and resurfacing prioritization process with greater weight given to safety needs.	Update the reconstruction and resurfacing selection to prioritize dangerous roadways.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.A	Update the sidewalk gap inventory and priority projects list.	Current inventory of sidewalk gaps and priority projects made available.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.B	Create a motorcycle safety priority project list.	Current list of motorcycle priority projects made available.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
3.C	Implement targeted lighting installation program, starting with poorly lit HIN segments. Combine lighting installation with other safety countermeasure projects.	Number of lighting improvements installed. Increase in miles of HIN with adequate lighting.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville / Georgia Power / GDOT
3.D	Identify high-priority pedestrian and bicycle safety improvements in Gainesville.	Current list of pedestrian and bicycle priority projects made available.	City of Gainesville Public Works / GDOT
3.E	Identify high-priority intersection improvements on high-speed, non-interstate roadways within Flowery Branch.	Current list of intersection priority projects on high-speed roads made available.	City of Flowery Branch Public Works / GDOT
3.F	Identify high-priority corridor improvements on high-speed, non-interstate roadways within Oakwood.	Current list of priority projects on high-speed roads made available.	City of Oakwood Public Works / GDOT
4.A	Develop SRTS Plans in each municipality.	Completed SRTS Plans.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville / GDOT
4.B	Apply for funding through GDOT to finance the implementation of safety improvements in high-priority school zones.	Amount of funding secured.	GHMPO / Cities of Flowery Branch, Oakwood, and Gainesville / Hall County / GDOT
5.A	Develop a Rural Road Safety Program and coordinate rural safety improvements with maintenance activities.	Number of safety and maintenance projects in rural areas. Reduction in rural KSI crashes.	Hall County GHMPO Cities of Flowery Branch, Oakwood, and Gainesville GDOT

Table 15 • Safer Vehicles Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Equip public vehicle fleet with safety technologies, including automatic emergency braking, forward collision warning systems, lane keep assist, etc.	Percentage of public fleet equipped with safety technology.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville
1.B	Integrate and connect small, electric mobility options in high visibility microtransit, scooters, bike sharing, and golf carts. Deploy through zones and road classifications.	Presence of micromobility and microtransit service.	WeGO / Hall County Area Transit / Public Works

Table 16 • Safer Speeds Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Update Roadway Design Standards to include “self-enforcing” roads that naturally encourage speed-limit adherence.	Update to the Roadway Standards.	GMHPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville
1.B	Update the Hall County and Gainesville Traffic Calming Policies to prioritize HIN improvements and diversify traffic calming devices.	Updated policy. Number of traffic calming treatments close to HIN. Reduction in speeding and KSI crashes on treated roads.	Hall County Public Works / City of Gainesville Public Works
1.C	Develop a Residential Traffic Calming Policy for Oakwood and Flowery Branch.	Policy adopted by the cities.	City of Flowery Branch Public Works / City of Oakwood Public Works
1.D	Adjust traffic signal timings to increase pedestrian crossing times and to encourage driving at lower speeds.	Reduced pedestrian crashes at intersections.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
1.E	Increase use of speed feedback signs on HIN.	Number of signs placed on HIN. Change in speeding tickets issued. Reduction in KSI crashes on HIN.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.A	Identify and implement context-appropriate, lower speed limits on HIN.	Number of street segments where posted speeds were reduced.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.B	Implement school-zone speed safety cameras along and near the HIN, along high-speed arterials, and in school zones with documented speeding problems.	Number of school zones with speed cameras. Reduction in speeding in school zones.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville
2.C	Move away from the 85th percentile method for setting speed limits.	Change in speed-limit setting methodology. New low-speed zones. New speed limits for certain zoning districts or road classifications.	Public Works: Hall County, cities of Flowery Branch, Oakwood, and Gainesville

Table 17 • Post-Crash Care Metrics

#	ACTION	METRICS	AGENCIES INVOLVED
1.A	Create and implement a multi-agency Fatal Crash Rapid-Response Team (Traffic Safety Committee), integrated with the existing Georgia State Patrol where possible.	Regular meeting of committee. Participation from all stakeholders.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville / Hall County Sheriff's Office / Municipal police departments / GDOT / Georgia State Patrol (Specialized Reconstruction Team)
1.B	Update and expand systemic safety analysis to monitor the progress and effect of strategies and actions. Update the Safety Action Plan at least every five years.	Release of updated Safety Action Plan in 2030.	GHMPO
1.C	Update crash data annually and incorporate findings in strategic safety planning.	Publish annual crash trends.	GHMPO / Hall County / Cities of Flowery Branch, Oakwood, and Gainesville



Athens Highway (US 129/GA 11) and
Gainesmill Road, Gainesville, GA, corridor
on All Modes, High Injury Network



Appendices

Hall County Safety Action Plan

ADOPTED MAY 2025

HALL COUNTY, GEORGIA





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Safety Analysis





Gresham Smith

Equity Analysis Technical Memorandum

Project Name: HALL COUNTY SAFE STREETS FOR ALL (SS4A) PLAN
Date: AUGUST 16, 2024

Project Introduction:

Hall County – together with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and the cities of Oakwood, Flowery Branch and Gainesville – has begun the process of developing a Safety Action Plan (SAP). The primary goal of the SAP is to establish a plan to reduce crashes and improve traffic safety within Hall County. The U.S. Department of Transportation (USDOT) has identified prioritizing equity as a key component of a successful SAP. The Federal Highway Administration (FHWA) defines equity as: “the consistent and systemic, fair, just and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment in the past”.¹ If the goal of a successful safety action plan is the elimination of roadway traffic fatalities and severe injuries, then it should also inherently eliminate disparities by prioritizing equity.

Analysis Methodology:

The FHWA has explicitly defined equity considerations as being a required part of any successful SS4A Plan. Furthermore, the USDOT has defined equity as a department-wide strategic goal. The USDOT has also released an SS4A Self-Certification Eligibility Worksheet that explicitly details how equity considerations should be included in successful SS4A Plans. As such, the project team has reviewed American Community Survey (ACS) and Justice40 data to identify underserved communities. This process will allow for the project team to eventually complete an initial equity impact assessment for proposed projects and strategies.

Demographic Data:

The most recently available ACS 5-year estimate data for Hall County reveals 204,953 residents as of 2022 – representing a 13.34% (24,122) increase from the 180,831 residents that were present in the 2012 ACS 5-year estimates (see Table 1) – a growth rate common amongst Atlanta’s suburban and exurban counties. The growth rate also highlights the likely continued need for transportation investments to keep up with growing demand. The project team also analyzed Hall County’s race and ethnicity data, and compared it to statewide and national averages in order to determine what historically underserved or Title VI² populations may be present in significantly disproportionate numbers (see Table 2). Key findings from an analysis of the demographic data include:

- Hall County’s Hispanic or Latino³ population (29.3%) *far* surpasses both statewide (10.1%) and national (18.7%) averages
- Hall County’s percentage of households speaking primarily Spanish (21.5%) *far* surpasses both statewide (7.7%) and national (12.7%) proportions

¹ Executive Order 13985

² Title VI of the Civil Rights Act of 1964 is a federal law that protects people from discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance.

³ Of any race

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Equity Analysis Technical Memorandum
HALL COUNTY SS4A PLAN
 August 16, 2024

- Hall County's percentage of population below the poverty level (13.5%) *modestly* outpaces the national poverty rate (12.5%) and matches the statewide poverty rate (13.5%)
- Hall County's population percentage that reports driving alone to work regularly (87.8%) *far* surpasses both the statewide (74.2%) and national (71.7%) rates

Table I: Population Growth Trends in Hall County

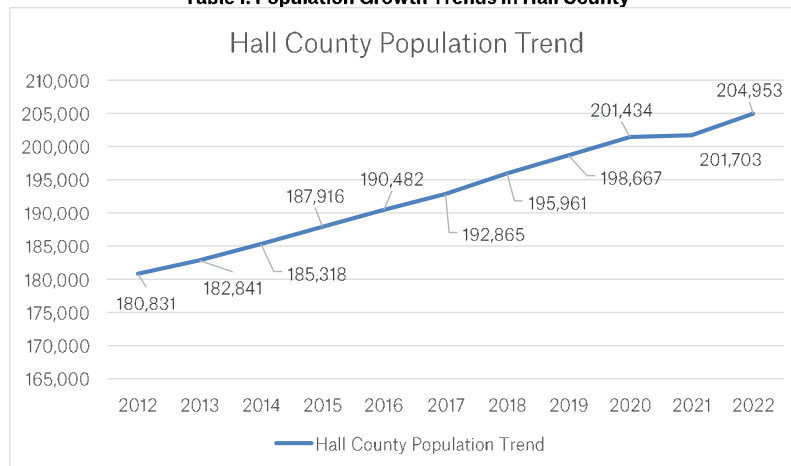


Table 2: Hall County Demographics

Demographic	Hall County	Georgia	United States
Under 18 Years	50,269 (24.5%)	2,512,545 (23.4%)	73,213,705 (22.1%)
65 Years and Over	31,704 (15.5%)	1,540,445 (14.4%)	54,737,648 (16.5%)
Combined Under-18/Over-65	81,973 (40%)	4,052,990 (37.8%)	127,951,353 (38.65%)
Black or African American	14,002 (6.8%)	3,373,948 (31.5%)	41,288,572 (12.5%)
Asian	4,199 (2.0%)	465,487 (4.3%)	19,112,979 (5.8%)
White	147,504 (72.0%)	5,820,019 (54.3%)	218,123,424 (65.9%)
Hispanic or Latino	60,087 (29.3%)	1,078,457 (10.1%)	61,755,866 (18.7%)
Households Speaking Spanish*	14,915 (21.5%)	303,832 (7.7%)	16,017,296 (12.7%)
Drive Alone to Work	85,579 (87.8%)	3,716,507 (74.2%)	112,314,702 (71.7%)
Population below Poverty Level	27,392 (13.5%)	1,415,573 (13.5%)	40,521,584 (12.5%)
Total Population	204,953	10,722,325	331,097,593

*This statistic based on percentage of total households (rather than population)

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Equity Analysis Technical Memorandum
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Justice40:

The findings from the analysis of Hall County's demographic characteristics correlate with several specific Justice40 metrics. The Justice40 initiative is a government-wide initiative that sets a general goal of "40% of benefits of certain federal investments" flowing to communities that historically have been overburdened or underserved. At the census tract level, communities that meet one "burden threshold" (based on income, educational attainment or other demographic characteristics) as well as an additional socioeconomic threshold (related to climate change, energy, health, housing, legacy pollution, transportation, water/wastewater or workforce development) are determined to be "disadvantaged". The project team conducted a detailed analysis of Justice40 metrics utilizing the federal government's Climate and Economic Justice Screening Tool (CEJST) to further detail exactly where in Hall County historically disadvantaged populations may live. A detailed analysis of each census tract (and the Justice40 metrics each may either meet or fall short of) within Hall County can be found in **Appendix I: CEJST Summary**. Utilizing the CEJST data, the following census tracts within Hall County were identified as "disadvantaged" per Justice40 guidance⁴:

- Census Tract 1.01
- Census Tract 7.01
- Census Tract 8.00
- Census Tract 11.01
- Census Tract 12.01
- Census Tract 13.01
- Census Tract 6.00
- Census Tract 7.02
- Census Tract 10.03
- Census Tract 11.02
- Census Tract 12.02

A map of those census tracts qualifying as disadvantaged can be found in **Appendix II: Disadvantaged Census Tract Map**.

Geographic Description of Disadvantaged Areas:

Those areas defined as disadvantaged per the equity analysis, are roughly the east-central and northeast portions of the county. The areas generally correspond to the eastern and southern portions of the City of Gainesville, the City of Lula, and the areas of unincorporated Hall County that surround both. Characteristics of these areas include lower-income households, lower high school graduation rates, greater barriers to transportation, greater instances of homes with no indoor plumbing, higher instances heart disease, and closer proximity to superfund sites requiring EPA monitoring than the rest of Hall County. Those areas of Hall County northwest of I-985 tend to be wealthier, healthier and more mobile (greater access to transportation).

Equity Crash Analysis:

Using the above census tracts as a guide, the project team then analyzed those crashes that occurred within the identified disadvantaged areas. Of the 33,697 crashes that occurred in Hall County from 2018 to 2022 (excluding crashes on I-985), 16,303 (or 48.4%) occurred within census tracts identified as historically disadvantaged (despite those census tracts making up less than 45% of total county area). A breakdown of major crash characteristics in disadvantaged areas (compared to the county as a whole) can be found in Table 3.

⁴ Due to the complex, multi-agency datasets utilized as part of the Justice40 program (which have not all been updated to 2020 census data yet), these census tracts are geographically based on the 2010 census, but generally use data from sources that are much more recent.



Equity Analysis Technical Memorandum
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These results show that some crashes are more (or less) common in disadvantaged areas than others. For example, injury crashes (KAB) are slightly less common in disadvantaged areas, whereas non-injury crashes (CO) are slightly more common in those areas. Furthermore, pedestrian related crashes are slightly more common, while motorcycle related crashes are *far* less common in disadvantaged areas. Finally, hit-and-run accidents seem to be slightly more common in disadvantaged communities.

Table 3: Equity Area Crash Characteristics

Crash Type	Disadvantaged Areas	Hall County
Fatal (K) Crashes	43 (0.26%)	123 (0.37%)
Severe Injury (A) Crashes	209 (1.28%)	495 (1.47%)
Minor Injury (B) Crashes	1,179 (7.23%)	2,623 (7.78%)
Complaint of Injury (C) Crashes	2,685 (16.47%)	5,351 (15.88%)
Non-Injury (O) Crashes	12,157 (74.57%)	25,028 (74.27%)
Bicycle Related	11 (0.07%)	39 (0.12%)
Pedestrian Related	107 (0.67%)	167 (0.50%)
Motorcycle Related	1 (0.006%)	180 (0.53%)
Hit-and-Run Related	1,921 (11.78%)	3,534 (10.49%)
Age-Related (<24)	6,818 (41.82%)	14,178 (42.06%)
Age-Related (>55)	5,935 (36.40%)	12,311 (36.52%)
All Crashes	16,303	33,697

Geographic Description of Disadvantaged Areas:

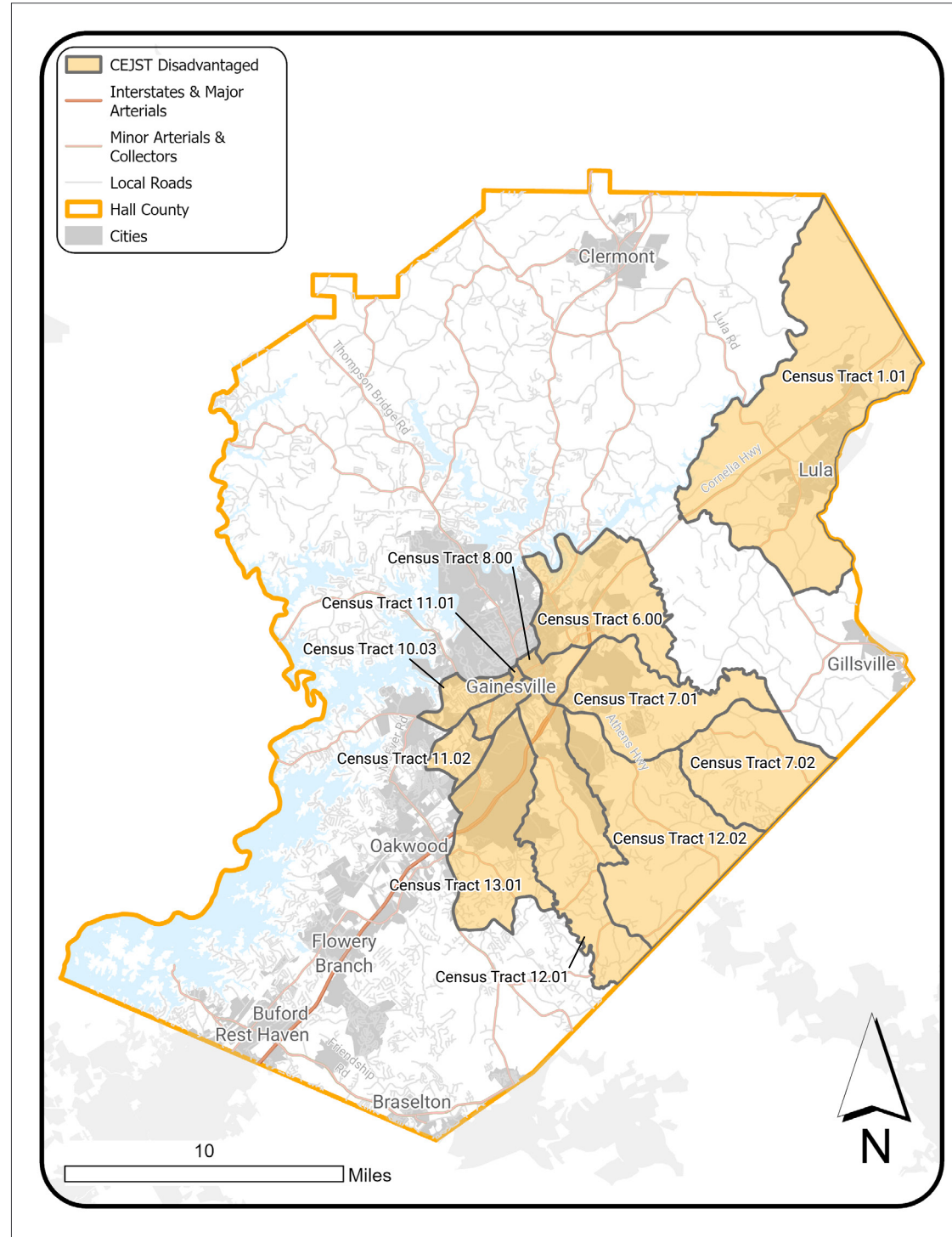
Analyzing both Justice40/CEJST data, as well as ACS and census data, for Hall County shows that there are several historically disadvantaged communities present that may need to be considered during equity discussions moving forward. Particularly, Spanish-speaking, low-income and transportation disadvantaged communities stand out as being especially relevant for the purposes of Hall County's SS4A Plan. Special consideration should be taken to ensure accessibility of the study for these communities, and to ensure that the plan is developed with these communities in mind. Future proposed project or policy improvements should always be made while considering impacts to these communities.

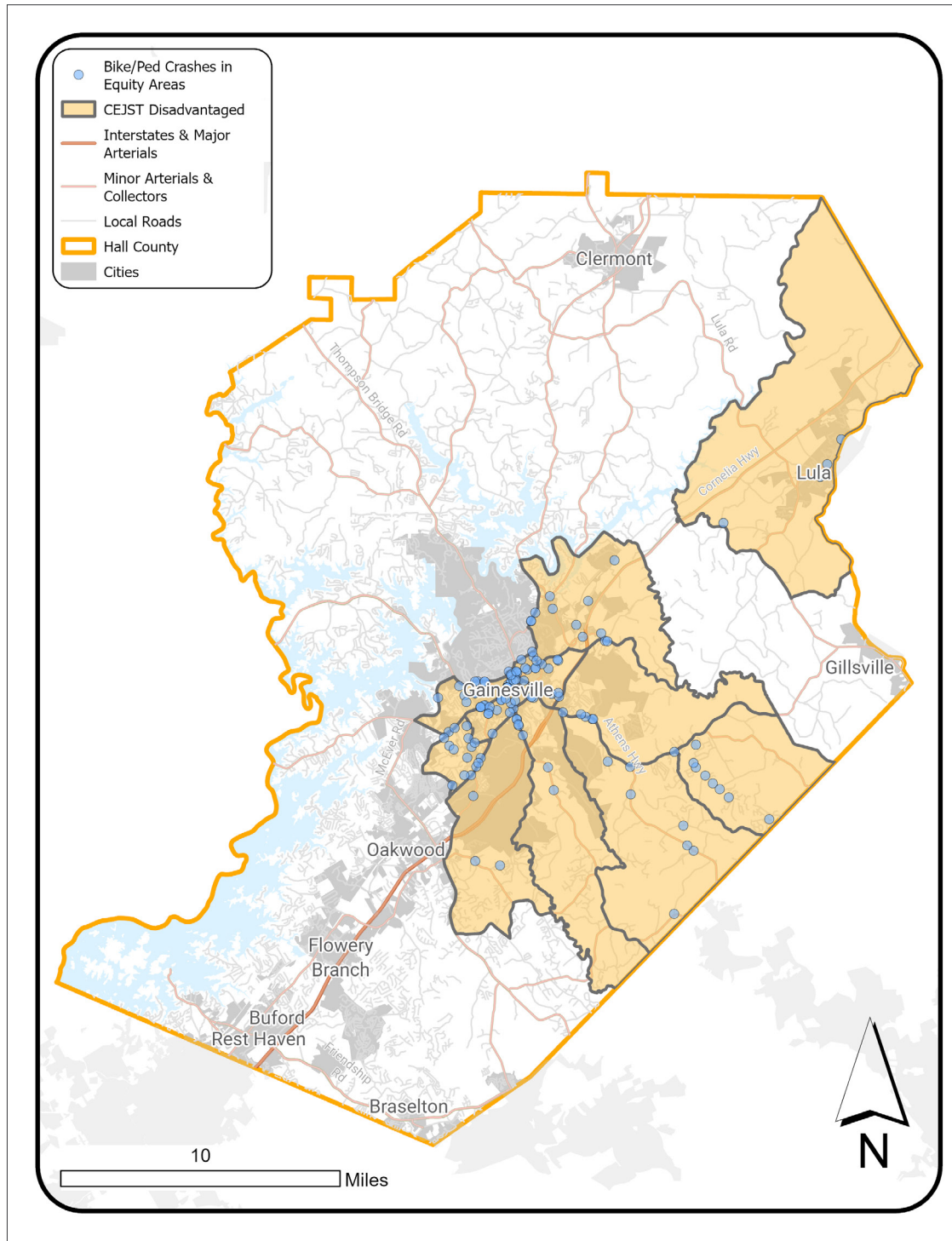
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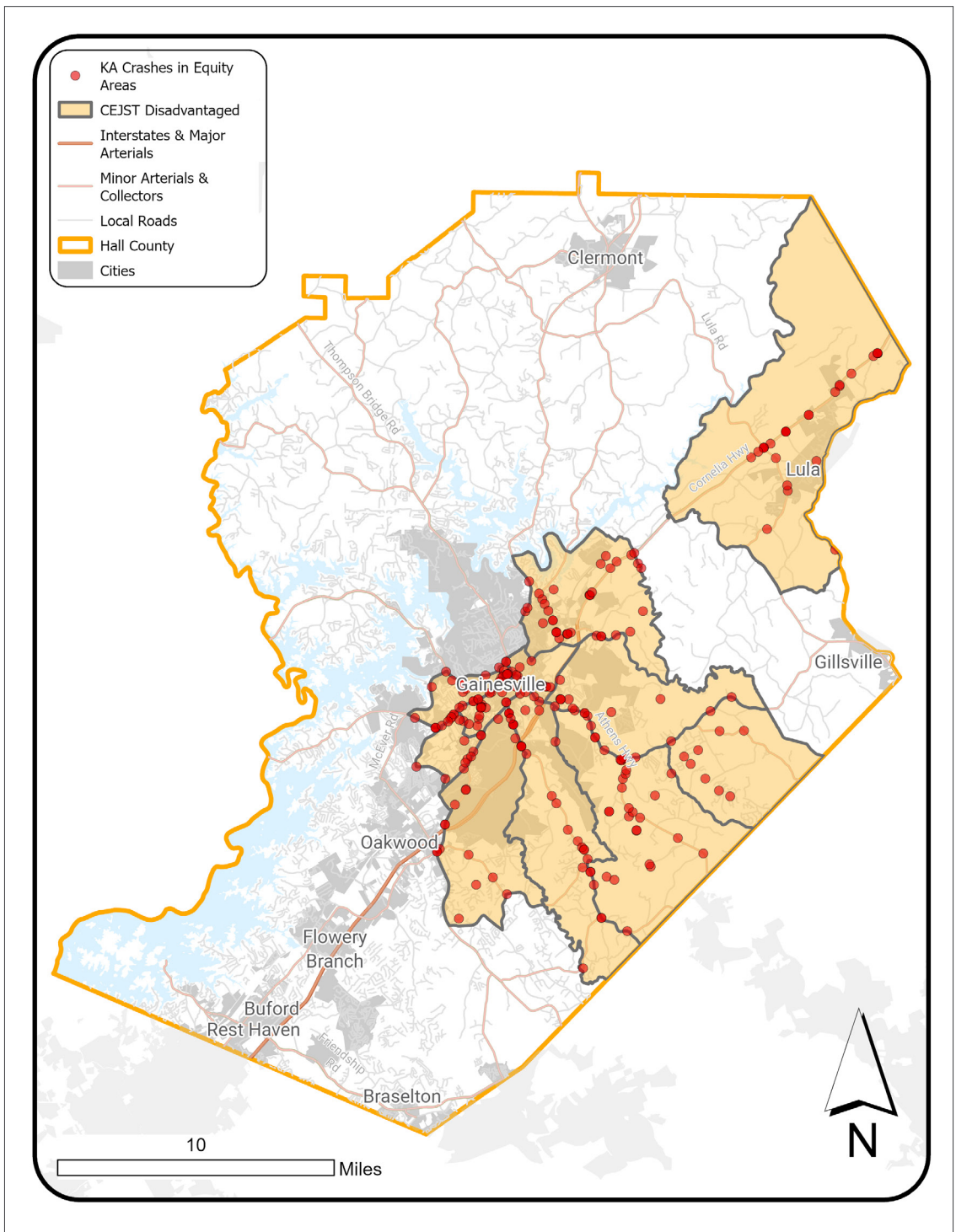
Appendix I: CEJST Summary

Disadvantaged Census Tracts

Appendix II: Disadvantaged Census Tract Map









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Hall County Safe Streets for All (SS4A) Action Plan

HIGH INJURY NETWORK METHODOLOGY October, 2024

Introduction

Official Safety Action Plan (SAP) guidance released by the Federal Highway Administration (FHWA) cites eight specific components of successful plans, including a full safety analysis. As part of that safety analysis, that same guidance calls for a “geospatial identification of higher-risk locations (a high injury network or equivalent)”.¹ This memorandum outlines the steps and scores that go into identifying a High Injury Network (HIN) – including a review of the data analysis and plan review completed to date as part of that effort.

Dataset Preparation

For the purposes of this project, the initial crash trends analysis examined all crashes from January 1, 2018 to December 31, 2022 within Hall County, Georgia. The data used for this analysis was accessed via the Georgia Department of Transportation’s (GDOT’s) Numetric platform (also known as AASHTOWare). Further refining the dataset included removing all crashes occurring on private property, as well as those along the mainline sections of Interstate 985 (I-985). While vehicle crashes do occur along I-985, inclusion of the crashes is likely to skew data – disproportionately representing a facility within the HIN over which Hall County does not have direct jurisdictional authority (crashes on interstate ramps were maintained). The data was also spot-checked to verify that fatal and serious injury crashes did in fact occur at the locations reported in the data, as well as to verify that latitude and longitude were included for all fatal and serious injury crashes. With these modifications, a baseline crash dataset of 33,697 non-interstate crashes was obtained.

Background Data & Plan Review

The most effective HINs are based on an extensive review of crash data, relevant case studies and by insuring alignment with the Georgia Strategic Highway Safety Plan (SHSP). The 2022-2024 Statewide SHSP outlines nine specific emphasis areas considered “to be the top contributing factors of crashes, serious injuries, and fatalities in Georgia”². Those nine emphasis areas are shown below:

- Pedestrian Safety
- Older Drivers (55+ years)
- Occupant Protection (Seatbelts, etc.)
- Young Adult Drivers (24 years or younger)
- Intersection Safety & Roadway Departures
- Motorcycle Safety
- Impaired Driving
- Distracted Driving
- Bicycle Safety

In performing the initial crash analyses to inform the project’s HIN, consideration was given to these emphasis areas already identified as potentially leading to greater numbers or increased severity of crashes. However, as there is no universally accepted single standard for HIN methodologies, a preliminary analysis of crash attributes and a review of existing case studies were needed to develop a HIN methodology specific to Hall County.

Case Studies

City of Atlanta - The City of Atlanta’s most recent HIN focused on locations that experienced a high number of severe crashes in a five-year period. The Atlanta HIN analysis excluded access-controlled roads. In contrast to the previous

¹ <https://www.transportation.gov/grants/ss4a/comprehensive-safety-action-plans>

² <https://www.gahighwaysafety.org/wp-content/uploads/2022/01/SHSP-2022-24.pdf>

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HALL COUNTY SS4A ACTION PLAN**High Injury Network Methodology Development**

HIN (which spatially summed the number of fatalities and injuries within 25 feet of each roadway segment), the newer HIN was developed using the equivalent property damage only (EPDO) method, also known as crash severity weighted frequency. This method refers to the societal costs of fatal, injury, and property-damage only crashes. The methodology used blended cost and weight for fatal (K) and suspected serious injury (A) crashes, consistent with the Atlanta Regional Commission (ARC) Regional Safety Strategy (RSS). It divided the blended KA crash cost by the PDO crash cost to develop the EPDO weight, using average crash costs from the RSS. This methodology also drew on data from GDOT's road data inventory to aggregate high crash segment and intersection locations. They also used categories to determine intersection areas of influence based on average block length within Census block groups.

Southern California Association of Governments (SCAG) – SCAG included five years of crash data, considering only collisions resulting in fatalities or serious injuries. The methodology included auto-auto, auto-bike, and auto-pedestrian collisions. Crashes were analyzed at the corridor level (one-mile segment lengths), excluding highways. To establish a threshold for the percentage of victims included in the HIN, the SCAG team successively added segments greater than 0.25 miles in length in order from greatest to least number of victims per mile, until they reached 65% of the victims of a given collision mode was met. SCAG did not apply weighting for collision severity, geography, population characteristics, or modes. Data was normalized by calculating victims-per-mile based on the number of seriously injured victims and fatalities involved along a road segment.³

Kansas City Vision Zero - Kansas City, MO developed its HIN to include roadway segments and intersections. They included fatal, serious injury, and minor injury crashes, which were joined to the road network, using a 40-foot buffer for segments and a 200-foot buffer for intersections. The three crash severities were aggregated using a weighted intensity for each segment and for each intersection. Fatal crashes were assigned a score of 20 points, serious injuries four points, and minor injuries one point. Those values were chosen to approximate the equal scale of the average crash cost to society. The weighted segments and intersections were overlaid on the roadway network to establish the HIN and identify High Injury Intersections.⁴

The HIN was divided into four levels of priority (top, high, medium, and moderate) and compared by the percentage of fatal and serious injury crashes (referred to as KSI for killed or seriously injured) as well as the proportion of centerline miles represented in each priority network, allowing the team to compare the KSI crash rate among each of the HINs as well as with roads not in the HIN.

Nashville Vision Zero Action Plan⁵ – The Nashville Vision Zero Action Plan removed federally-managed freeways and on- and off-ramps as well as crashes associated with these facilities, to avoid skewing the data given the high volume of vehicle miles traveled on these roads. Crashes that were within 50 feet of another road segment (at intersections) were snapped to the facility with the highest functional classification for the purposes of establishing an HIN.

Collision points were weighted for severity, vulnerable users, and equity in a manner that emphasized fatal or severe collisions but did not ignore the risks of minor injury crashes. The weighting scheme was as follows, with the highest possible value of 45:

- Severity Index: Fatality – 15; Serious injury – 5; Minor injury – 0.5
- Vulnerable Users: Collisions involving bicyclists and pedestrians - multiply severity index by 1.5.

³ <https://scag.ca.gov/sites/main/files/file-attachments/scag-hin-methodology-072022.pdf>

⁴ <https://www.kcmo.gov/home/showdocument?id=9018>

⁵ <https://www.nashville.gov/departments/transportation/plans-and-programs/vision-zero/action-plan>

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HALL COUNTY SS4A ACTION PLAN

High Injury Network Methodology Development

- Equity: Collisions within a highly vulnerable area were multiplied by 2 (vulnerable areas were defined using regional methods)

To establish the HIN, crashes within 50 feet of the prepared network were spatially joined to segments so that a segment-based weighted severity index could be determined for each segment. Secondly, all collisions directly on the analysis network were joined to the road centerline network. This enabled the team to “accumulate” KSI collisions with the draft HIN – to determine how many collisions are captured by HIN streets. Then the length in miles of the HIN was calculated (with a minimum segment length of 0.25 miles) and the final HIN was determined by dividing the weighted collisions on a segment by the calculated length in miles. Road segments were sorted in descending order by HIN score and the percentages of total road network, fatal and serious injury crashes, and all injury crashes were calculated. Comparing these, a threshold of 59% of KSI collisions was ultimately selected. Segments with only one (1) collision and shorter than 0.25 miles were removed from the HIN.

While conducting an initial screening of Hall County crash data and reviewing HIN case studies from other areas, the project team kept several important considerations in mind:

- *Does a single HIN for the county make sense, or should separate HINs be developed by mode (passenger car, motorcycle, pedestrian, etc.)?*
- *Should the societal cost of wrecks play a role in our development of a HIN (cost considerations are considered in some other local HIN methodologies, such as the City of Atlanta’s)?*
- *Should emphasis be placed on the location of severe crashes or crashes with specific attributes? Or should emphasis be placed on where the most crash victims (e.g. most severe crashes vs. most crashes in general) are located?*

Initial Hall County Crash Data Findings

Keeping these high-level considerations in mind, the project team conducted a high-level analysis of the county’s existing crash data. The following summary of findings reflects crashes not on private property or along interstates. The crash data included seventy-three (73) unique attributes used to analyze vehicle crash trends within Hall County. Key findings include:

- 33,697 total non-interstate crashes
- 123 fatal (K) and 496 serious injury (A) crashes
- Less than 1% of non-interstate crashes were fatal (123) and these resulted in 130 fatalities
- Roughly 1.5% of non-interstate crashes resulted in serious injuries (496) to a total of 625 people
- Less than 1% of non-interstate crashes involved cyclists/pedestrians (206), yet these represent almost 9% of KA crashes
- Motorcycle crashes represent 0.53% of non-interstate crashes but 6.31% of KA crashes
- Roughly 7% of crashes within the original dataset occurred on I-985 (these were removed)
- More than 50% of non-interstate crashes appear to occur on roughly 26 roads
- A majority (roughly 23,641) of non-interstate crashes appear to be intersection-related

Based on a review of non-interstate crashes and other HIN methodologies, preliminary overall Hall County crash data, and in an effort to align with the Georgia SHSP, this memorandum has identified ten potential vehicle crash attributes or contributing factors to review while developing the county’s HIN and for consideration in developing the crash profiles. In no particular order, those are:

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1. Manner of Collision (Head on, Sideswipe, etc.)
2. Lighting (Dark, Dawn, Dusk, Daylight, etc.)
3. Vulnerable Roadway Users (VRUs; Motorcycles, Pedestrians, Bicyclists, etc.)
4. Impaired Driving
5. Aggressive Driving
6. Speed Related
7. Distracted Driving
8. Age Related
9. Roadway Departure Related
10. Hit and Run Related

The following sections briefly summarize findings from a review of the non-interstate crash data in each of the above categories.

Crash Severity (KABCO Score)

The goal of most Safety Action Plans is to achieve a substantial (or complete) reduction in fatal and severe injury crashes (KA crashes) over time. Analyzing the Hall County vehicle crash dataset by KABCO severity score gives us a breakdown of what percentage of crashes result in fatal injuries (K), severe injuries (A), suspected minor injuries (B), possible injuries (C), or no injuries (O). The vehicle crashes in Hall County from 2018 to 2022 broken down by severity can be seen in *Table 1: Hall County Vehicle Crashes by KABCO Severity (2018-2022)*.

Table 1: Hall County Vehicle Crashes by KABCO Severity (2018-2022)

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	22	74	454	1,024	5,285	0	6,859
2019	17	71	451	1,120	4,907	0	6,566
2020	27	129	532	899	4,266	0	5,853
2021	24	119	556	1,126	5,289	0	7,114
2022	33	102	630	1,182	5,358	0	7,305
Total	123	495	2,623	5,351	25,105	0	33,697
	0.37%	1.47%	7.78%	15.88%	74.50%	0.00%	100%

Manner of Collision

Manner of collision refers to the way in which two vehicles initially come into contact (angle, head on, rear-end, etc.). By analyzing Hall County vehicle crashes by manner of collision, the project team can get a better idea of those types of collisions that may be more (or less) common within Hall County. A summary of Hall County's crashes broken down by manner of collision can be found in *Table 2*.

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Table 2: Hall County Vehicle Crashes by Manner of Collision (2018-2022)

Year	Manner of Collision							Total Crashes
	Angle	Head On	Rear End	Sideswipe (Same Direction)	Sideswipe (Opposite Direction)	Not a Collision w/ a Vehicle	Not Specified	
2018	1,802	139	2,631	537	168	1,565	17	6,859
2019	1,770	153	2,782	536	153	1,160	12	6,566
2020	1,692	156	2,116	396	164	1,321	8	5,853
2021	2,106	168	2,647	509	163	1,514	7	7,114
2022	2,216	153	2,735	553	186	1,451	11	7,305
Total	9,586	769	12,911	2,531	834	7,011	55	33,697
	28.45%	2.28%	38.31%	7.51%	2.47%	20.81%	0.16%	100%

It is also possible to summarize the Hall County crash data further, by analyzing only fatal (K) and severe injury (A) crashes by manner of collision. This will allow the project team to identify those manners of collision that may qualify as a specific challenge area for Hall County. A summary of Hall County's KA Crashes by manner of collision can be found in *Table 3*.

Table 3: Hall County KA Crashes by Manner of Collision (2018-2022)

Year	Manner of Collision							Total KA Crashes
	Angle	Head On	Rear End	Sideswipe (Same Direction)	Sideswipe (Opposite Direction)	Not a Collision w/ a Vehicle	Not Specified	
2018	26	12	4	1	4	49	0	96
2019	32	11	8	3	1	33	0	88
2020	63	21	16	1	4	51	0	156
2021	44	23	18	1	4	53	0	143
2022	48	17	18	1	1	50	0	135
Total	213	84	64	7	14	236	0	618
	34.47%	13.59%	10.36%	1.13%	2.27%	38.19%	0.00%	100%

A quick examination of the two datasets shows that angle collisions, head-on collisions, and collisions with objects other than motor vehicles all resulted larger shares of KA crashes than the crash dataset overall. Angle crashes are 28.45% of all non-interstate crashes, but 34.47% of KA crashes; head on collisions are 2.28% of all non-interstate crashes, but 13.59% of all KA non-interstate crashes; and finally, collisions with other objects are 20.81% of all non-interstate crashes, but 39.19% of all KA non-interstate crashes. This may mean that vehicle crashes with these three manners of collision may represent a specific challenge area for Hall County, which should be taken into consideration while developing the county's Safety Action Plan and potentially as part of the HIN.

Lighting

Presence of effective street lighting can often be a determining factor in vehicle crash severity. The dataset obtained via Numetric allows the project team to analyze Hall County vehicle crashes by lighting at the time of the crash [dawn, daylight, dusk, dark (lighting), and dark (no lighting)]. Breaking out Hall County crash data by lighting will provide a baseline for the dataset and will potentially allow the project team to determine if some lighting conditions result in

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more severe vehicle crashes than others. A summary of Hall County's vehicle crashes from 2018 to 2022 by lighting conditions can be found in *Table 4*.

Table 4: Hall County Vehicle Crashes by Lighting Conditions (2018-2022)

Year	Lighting Conditions						Total Crashes
	Dawn	Daylight	Dusk	Dark-Lit	Dark-Not Lit	Not Specified	
2018	118	5026	99	511	1105	0	6,859
2019	103	4892	95	498	978	0	6,566
2020	100	4314	88	414	927	10	5,853
2021	82	5222	113	512	1175	10	7,114
2022	92	5392	92	563	1153	13	7,305
Total	495	24,846	487	2,498	5,338	33	33,697
	1.47%	73.73%	1.45%	7.41%	15.84%	0.10%	100%

Analyzing fatal (K) and severe injury (A) vehicle crashes by lighting condition and comparing them to all vehicle crashes by lighting condition, will help the project team identify if there are certain lighting conditions that are more likely to result in crashes with more severe outcomes. A summary of Hall County KA crashes by lighting conditions can be found in *Table 5*.

Table 5: Hall County KA Crashes by Lighting Condition (2018-2022)

Year	Lighting Conditions						Total KA Crashes
	Dawn	Daylight	Dusk	Dark-Lit	Dark-Not Lit	Not Specified	
2018	3	57	0	8	28	0	96
2019	2	58	2	5	21	0	88
2020	1	95	4	11	45	0	156
2021	1	89	3	5	45	0	143
2022	3	79	1	10	42	0	135
Total	10	378	10	39	181	0	618
	1.62%	61.17%	1.62%	6.31%	29.29%	0.00%	100%

A quick review of the resulting data shows that vehicle crashes in dark, unlit areas are a much larger proportion of KA crashes (29.29%) than they are of vehicle crashes overall (15.84%) - representing another potential challenge area for Hall County.

Vulnerable Roadway Users (VRUs)

Vulnerable roadway users are those people who are travelling on or near roadways without the use of a motor vehicle (such as pedestrians, cyclists, motorcyclists, and people with disabilities or reduced mobility). Because VRUs exist outside of the protection provided by an automobile, they are particularly at-risk for severe outcomes during collisions with motor vehicles. A baseline summary of Hall County crash data by the presence of VRUs can be found in *Table 6*.

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Table 6: Hall County Vehicle Crash Data by Presence of VRUs (2018-2022)

Year	Crashes Involving VRUs					Total Crashes
	Bicycle	Pedestrian	Motorcycle	Scooter	Non-VRU	
2018	8	42	86	0	6773	6,859
2019	11	32	88	0	6491	6,566
2020	10	30	89	0	5781	5,853
2021	5	33	97	0	7036	7,114
2022	5	30	111	0	7230	7,305
Total	39	167	471	0	33,311	33,697
	0.12%	0.50%	1.40%	0.00%	98.85%	100%

While a summary of Hall County's KA crashes broken down by the presence of VRUs can be found in **Table 7**.

Table 7: Hall County KA Crash Data by Presence of VRUs (2018-2022)

Year	Crashes Involving VRUs					Total KA Crashes
	Bicycle	Pedestrian	Motorcycle	Scooter	Non-VRU	
2018	2	8	15	0	91	96
2019	2	10	12	0	80	88
2020	2	10	25	2	137	156
2021	1	11	19	0	124	143
2022	1	8	28	3	113	135
Total	8	47	99	5	545	618
	1.29%	7.61%	16.02%	0.81%	88.19%	100%

A quick review of both datasets shows that crashes involving cyclists, pedestrians and motorcyclists each represent a much larger proportion of KA crashes than all non-interstate crashes overall. Bicyclists are involved in 0.12% of all non-interstate crashes, but 1.29% of all KA non-interstate crashes; pedestrians are involved on 0.50% of all non-interstate crashes, but 7.61% of all KA crashes; and finally, motorcycles are involved in 1.40% of all non-interstate crashes, but 16.02% of all KA crashes.

Impaired Driving

Impaired driving refers to driving while under the influence of drugs or alcohol (or any other substance or condition that interferes with the normal operation of a motor vehicle). Driving while under the influence has been proven to result in more severe vehicle crash outcomes, which makes it an important attribute to consider when identifying challenge areas. A summary of Hall County's vehicle crash data by driver impairment can be found in **Table 8**.

Table 8: Hall County Vehicle Crashes by Driver Impairment (2018-2022)

Year	Driver Impairment			Total Crashes
	Confirmed/Suspected	Not	Unknown	
2018	6	6,834	19	6,859
2019	10	6,555	1	6,566
2020	12	5,841	0	5,853
2021	14	7,100	0	7,114
2022	20	7,284	1	7,305
Total	62	33,614	21	33,697
	0.18%	99.75%	0.06%	100%

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To determine if driver impairment can lead to more severe vehicle crash outcomes, a summary of Hall County KA Crash data by driver impairment can be found in *Table 9*.

Table 9: Hall County KA Crashes by Driver Impairment (2018-2022)

Year	Driver Impairment			Total KA Crashes
	Confirmed/Suspected	Not	Unknown	
2018	2	94	0	96
2019	3	85	0	88
2020	2	154	0	156
2021	6	137	0	143
2022	11	124	0	135
Total	24	594	0	618
	3.88%	96.12	0.00%	100%

Crashes involving impaired drivers represent a larger proportion of KA crashes than they do of vehicle crashes overall (3.88% vs. 0.18%) – impaired driving may be a challenge area for Hall County to consider when developing the Safety Action Plan.

Aggressive Driving

While not identified as a specific emphasis area for safety action plans as impaired driving or distracted driving related crashes, aggressive driving is nevertheless another vehicle crash attribute that can sometimes lead to more severe vehicle crash outcomes. Comparing the baseline proportion of vehicle crashes that involve aggressive driving, with the proportion of fatal (K) and severe injury (A) crashes that involve aggressive driving can reveal if aggressive driving may lead to more severe vehicle crash outcomes. A breakdown of Hall County's vehicle crashes by whether or not aggressive driving played a factor can be found in *Table 10*; while a summary of Hall County's KA crashes by the presence of aggressive driving can be found in *Table 11*.

Table 10: Hall County Vehicle Crashes by Aggressive Driving (2018-2022)

Year	Aggressive Driving			Total Crashes
	Confirmed/Suspected	Not Present	Unknown	
2018	37	1323	5499	6,859
2019	23	970	5573	6,566
2020	27	1043	4783	5,853
2021	44	1320	5750	7,114
2022	41	1249	6015	7,305
Total	172	5,905	27,620	33,697
	0.51%	17.52%	81.97%	100%

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Table 11: Hall County KA Crashes by Aggressive Driving (2018-2022)

Year	Aggressive Driving			Total KA Crashes
	Confirmed/Suspected	Not Present	Unknown	
2018	23	73	0	96
2019	14	74	0	88
2020	21	135	0	156
2021	30	113	0	143
2022	34	101	0	135
Total	122	496	0	618
	19.74%	80.26%	0.00%	100%

Fatal and severe injury crashes in Hall County involve aggressive driving 19.74% of the time, while all crashes in Hall County involve aggressive driving only 0.51% of the time. This may show that aggressive driving is more likely to result in fatal and severe injury crashes, making aggressive driving a potential challenge area for Hall County to consider as part of the overall Safety Action Plan.

Speed Related

Higher rates of speed are often an influential factor in whether or not a vehicle crash results in fatal or severe injuries. Determining whether or not speed related crashes are a potential challenge area for Hall County, the project team compared the proportion of all vehicle crashes in the county that were speed related to the proportion of KA crashes that were speed related. Summaries of both categories can be found in *Tables 12* and *13*.

Table 12: Hall County Speed Related Vehicle Crashes (2018-2022)

Year	Speed Related			Total Crashes
	Confirmed/Suspected	Not	Unknown	
2018	327	6468	64	6,859
2019	241	6258	67	6,566
2020	299	5467	87	5,853
2021	332	6695	87	7,114
2022	344	6862	99	7,305
Total	1,543	31,750	404	33,697
	4.58%	94.22%	1.20%	100%

Table 13: Hall County Speed Related KA Crashes (2018-2022)

Year	Speed Related			Total KA Crashes
	Confirmed/Suspected	Not	Unknown	
2018	19	77	12	96
2019	11	77	8	88
2020	14	142	1	156
2021	19	124	3	143
2022	29	106	2	135
Total	92	526	26	618
	14.29%	81.68%	4.04%	100%

A larger proportion of KA crashes in Hall County are speed related (14.29%) compared to all vehicle crashes within Hall County (4.58%). Speed related vehicle crashes may represent another challenge area for Hall County to consider.

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Distracted Driving

Distracted driving has quickly become a prominent emphasis area in crash analyses and in the development of safety action plans nationwide. An increasingly connected society has resulted in increasingly distracted vehicle operators. Examining the proportion of Hall County's vehicle crashes that involve a distracted driver and comparing it to the proportion of KA crashes that involve distracted drivers in Hall County, will allow the project team to determine if distracted driving results in more severe vehicle crash outcomes. Summaries of all vehicle crashes and KA crashes in Hall County by involvement of distracted drivers can be found in **Tables 14** and **15**.

Table 14: Hall County Vehicle Crashes Involving Distracted Drivers (2018-2022)

Year	Distracted Driver Involved			Total Crashes
	Confirmed/Suspected	Not	Unknown	
2018	3164	3695	0	6,859
2019	3189	3377	0	6,566
2020	2591	3262	0	5,853
2021	3180	3934	0	7,114
2022	3103	4202	0	7,305
Total	15,227	18,470	0	33,697
	45.19%	54.81%	0.00%	100%

Table 15: Hall County KA Crashes Involving Distracted Drivers (2018-2022)

Year	Distracted Driver Involved			Total KA Crashes
	Confirmed/Suspected	Not	Unknown	
2018	33	75	0	96
2019	20	76	0	88
2020	38	119	0	156
2021	34	112	0	143
2022	24	113	0	135
Total	149	469	0	618
	24.11%	75.89%	0.00%	100%

Distracted drivers were involved in just under a majority of vehicle crashes in Hall County from 2018 to 2022 (45.19%). This may suggest that distracted driving should be a challenge area to consider during the development of the Safety Action Plan. This is despite the fact that distracted drivers are involved in significantly fewer KA vehicle crashes (24.11%), perhaps suggesting that distracted driving may not lead to more severe vehicle crash outcomes but could potentially lead to more vehicle crashes of all severities.

Age Related

Vehicle crashes involving young drivers (ages 15-19), young adult drivers (ages 20-24), older adult drivers (ages 55-64), and oldest adult drivers (ages 65+) are recommended challenge areas to consider according to the current Georgia Strategic Highway Safety Plan. A summary of all crashes and KA Crashes within Hall County by the age-related emphasis areas mentioned above can be found in **Tables 16** and **17**.

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Table 16: Hall County Vehicle Crashes by Age-Related Emphasis Area (2018-2022)

Year	Age-Related Emphasis Areas					Total Crashes
	Ages 15-19	Ages 20-24	Ages 55-64	Ages 65+	Other	
2018	1250	1442	1321	1120	1726	6,859
2019	1244	1397	1357	1152	1416	6,566
2020	1049	1259	1184	974	1387	5,853
2021	1373	1479	1369	1131	1762	7,114
2022	1386	1470	1437	1266	1746	7,305
Total	6,302	7,047	6,668	5,643	8,037	33,697
	18.70%	20.91%	19.79%	16.75%	23.85%	100%

Table 17: Hall County KA Crashes by Age-Related Emphasis Area (2018-2022)

Year	Age-Related Emphasis Areas					Total KA Crashes
	Ages 15-19	Ages 20-24	Ages 55-64	Ages 65+	Other	
2018	12	20	26	14	36	96
2019	12	23	19	15	27	88
2020	22	35	29	43	28	156
2021	20	37	27	24	38	143
2022	24	20	24	32	37	135
Total	90	135	125	128	166	618
	13.98%	20.96%	19.41%	19.88%	25.78%	100%

A review of the age-related emphasis areas set forth in FHWA guidance (15-19, 20-24, 55-64, and 65+) shows that the proportion of non-interstate KA crashes involving a driver aged 65 or older is 19.88%, while only 16.75% of all Hall County vehicle crashes involve a driver aged 65 or older. This may suggest that examining vehicle crashes involving the oldest drivers may be an important challenge area to consider in the development of Hall County's HIN.

Roadway Departure Related

The 2022-2024 Georgia SHSP identifies roadway departure crashes as an emphasis area for particular consideration in the development of local safety action plans. A summary of all Hall County crashes, as well as Hall County KA crashes involving departure from the roadway can be found in *Tables 18* and *19*.

Table 18: Roadway Departure Related Hall County Vehicle Crashes (2018-2022)

Year	Roadway Departure Related			Total Crashes
	Related	Not	Unknown	
2018	1547	5312	0	6,859
2019	1104	5462	0	6,566
2020	1278	4575	0	5,853
2021	1374	5740	0	7,114
2022	1399	5906	0	7,305
Total	6,702	26,995	0	33,697
	19.89%	80.11%	0.00%	100%

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Table 19: Roadway Departure Related Hall County KA Crashes (2018-2022)

Year	Roadway Departure Related			Total KA Crashes
	Related	Not	Unknown	
2018	37	59	0	96
2019	21	67	0	88
2020	39	117	0	156
2021	41	102	0	143
2022	41	94	0	135
Total	179	439	0	618
	28.96%	71.04%	0.00%	100%

An examination of the data shows that roadway departure related crashes make up a larger proportion of non-interstate KA crashes (28.96%) than of all crashes overall (19.89%). This may mean that vehicle crashes involving roadway departures may lead to more severe vehicle crash outcomes, suggesting that the attribute may be an important challenge area to consider in the overall Safety Action Plan.

Hit and Run Related

Hit-and-run crashes are defined as those crashes where the driver/operator of a vehicle involved in a crash leaves the scene of the crash prior to emergency services arriving. An examination of proportions of all vehicle crashes and KA crashes within Hall County that were defined by reporting officers as hit-and-run provides some insight into whether these crashes result in more severe outcomes or happen more often in general. A summary of all crashes and KA crashes within Hall County that were described as hit and runs can be found in *Tables 20* and *21*.

Table 20: Hall County Hit and Run Vehicle Crashes (2018-2022)

Year	Hit and Run Related			Total Crashes
	Related	Not	Unknown	
2018	698	6161	0	6,859
2019	601	5965	0	6,566
2020	663	5190	0	5,853
2021	764	6350	0	7,114
2022	808	6497	0	7,305
Total	3,534	30,163	0	33,697
	10.49%	89.51%	0.00%	100%

Table 21: Hall County Hit and Run KA Crashes (2018-2022)

Year	Hit and Run Related			Total KA Crashes
	Related	Not	Unknown	
2018	3	93	0	96
2019	2	86	0	88
2020	10	146	0	156
2021	6	137	0	143
2022	5	130	0	135
Total	26	592	0	618
	4.21%	95.79%	0.00%	100%

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A review of the non-interstate crash data broken down by KA crashes (as well as all crashes) shows that hit-and-run crashes are significantly less likely to result in fatal or severe injuries. However, hit and run crashes represent more than 10% of all vehicle crashes total within Hall County. Due to their significant proportion of all vehicle crashes, they represent an important challenge area to consider when developing the safety action plan.

A breakdown of total non-interstate crashes and KA non-interstate crashes by each of the above potential challenge areas can be found in **Table 22**. Those cells where the emphasis area represents a higher percentage of KA crashes, than of overall crashes are highlighted red.

Table 22: Hall County Overall and KA Crashes by Emphasis Area

Emphasis Areas	Total Crashes per Emphasis Area	Emphasis Area Crashes as Percent of Total Crashes	Total KA Crashes per Emphasis Area	Emphasis Area KA Crashes as Percent of all KA Crashes
Angle Crashes ¹	9,586	28.45%	213	34.47%
Head On Crashes	769	2.28%	84	13.59%
Dark (Not-Lighted) Crashes	5,338	15.84%	181	29.29%
Pedestrian Crashes	167	0.50%	47	7.61%
Bicycle Crashes	39	0.12%	8	1.29%
Motorcycle Crashes	471	1.40%	99	16.02%
Impaired Driver Crashes	62	0.18%	24	3.88%
Aggressive Driving Crashes	2037	6.05%	122	19.74%
Speed Related Crashes	1,543	4.58%	92	14.89%
Distracted Driver Crashes	15,227	45.19%	149	24.11%
Crashes with Drivers 65 and Older	5,643	16.75%	128	20.71%
Roadway Departure Crashes	6,702	19.89%	179	28.96%

¹Includes all angle crashes (left, right, and other)

Collision Weighting & Multipliers

Having reviewed preliminary crash data and methodologies used by other communities, the project team determined that some vehicle crashes should be weighted more heavily than others to account for severity, number of victims, and equity. Using relevant case studies and learned experience, weights were determined that struck a balance between emphasizing severe and fatal injury crashes, without diminishing the risks still posed by minor injury crashes.

- Severity Weighting
 - Fatal Injury Crashes: 25
 - Serious Injury Crashes: 10
 - Minor Injury: 1

In order to make sure Hall County's SS4A Action Plan also accounts for those crashes that result in multiple severe injuries or fatalities, so as to identify those areas where intervention may provide the greatest reduction in risk. Those crashes involving two or more severe injuries or fatalities had their scores multiplied by 1.5.

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- Multiple Victim Multiplier
 - Crashes with two or more severe injuries or fatalities: 1.5x

Finally, those crashes that occurred within census tracts within the county identified as “disadvantaged” were also multiplied. Census tracts within Hall County are considered “disadvantaged” based on three factors: 1) transportation barriers; 2) linguistic isolation; and 3) percentile of low-income population. Crashes within these census tracts were multiplied by 2.0 for each of the three factors (for a final potential multiplier of 8.0 if a census tract meets all three disadvantaged factors).

- Equity Multiplier
 - Crashes within equity priority communities: 2.0x (once for each of three equity factors)

The final aggregated and weighted severity score is calculated as follows:

- $(\text{weighted severity score}) \times (\text{victim multiplier}) \times (\text{transportation equity multiplier}) \times (\text{linguistic equity multiplier}) \times (\text{income equity multiplier}) = (\text{final severity score})$

These final crash severity scores are then “mapped” to road segments. As close as possible, major corridors were divided into 500-foot segments⁶ to normalize the length of road segments. Then crashes that occur within 30-feet of each 500-foot segment’s centerline will be spatially joined to the road segment and aggregated to that portion’s total severity score. The final severity score is then calculated for each segment.

For example, a 500-foot segment of roadway in a community that met the criteria for two of the three equity multipliers, that had two vehicle crashes between 2018 and 2022 – one with two fatalities, and another with two minor injuries – the normalized segment severity score would be:

- $[25 \times 1.5 \times 2.0 \times 2.0] = 150$

High Injury Intersections

To complement the HIN, the project team will identify a set or ‘network’ of High Injury Intersections (HII). Using the same severity scores assigned to crashes as part of the HIN development, the team will rank intersections by total severity score throughout Hall County. All crash severity scores along 300 feet of all approaches to each intersection that involves at least one collector roadway (or roadway of equal functional classification or higher). Using this data, we will identify the intersections with the highest scores to pinpoint intersections correlated with severe crashes. The team will focus on the ‘top’ intersections – those that result in the most severe crashes – resulting in the final HII network.

Conclusion & Final High Injury Network Categories

The project team proposes the development of four separate HINs. This would be done by starting with the highest scoring segments for each of the categories and gradually adding until a critical threshold of severe and fatal injury crashes is reached. We propose one HIN for bicyclists/pedestrians; one for motorcycles; one for all motor vehicles; and one for intersections. By identifying HINs by modality, it allows Hall County to tailor recommendations in specific ways to address risks that may only apply to certain vehicle types. In addition, developing a HIN specific to intersections allows the project team to identify recommendations specifically designed for use at certain intersection typologies.

⁶ The project team undertook an intense “network smoothing” effort to eliminate short gaps and spurs in roadways that might skew final scoring efforts; this involved removing segments shorter than 500 feet that involved no crashes and the merging of roadway segments less than 500 feet in length with other roadway segments to increase overall length

Gresham Smith



Gresham Smith

Crash Profile Methodology Memorandum

Project Name: HALL COUNTY SAFE STREETS FOR ALL (SS4A) PLAN
Date: SEPTEMBER 26, 2024

Project Introduction:

Hall County – together with the Gainesville-Hall Metropolitan Planning Organization (GHMPO) and the cities of Oakwood, Flowery Branch and Gainesville – has begun the process of developing a Safety Action Plan (SAP). The primary goal of the SAP is to establish a plan to reduce crashes and improve traffic safety within Hall County. As part of that effort, the project team is responsible for the production of a series of “crash profiles” that go into detail about a subset of crashes that are more likely to result in fatal or severe injury crashes within the County. In particular, these crash profiles will focus on crash types that can be addressed by proposed projects or policies in the future. This memorandum provides information on the eight selected crash profiles for this project, and the reasons for their selection.

Crash Profile #1: Non-Intersection Pedestrian/Cyclist Crashes on Arterials without Sidewalks

Of the 206 pedestrian and cyclist related crashes between 2018 and 2022 in Hall County, 55 resulted in severe or fatal injuries (KA crashes). Of those 55 severe and fatal crashes involving pedestrians or cyclists, 37 (67.27%) occurred on major or minor arterials. In addition, most of these crashes (26, 47.27%) occurred away from intersections, crosswalks or sidewalks – meaning pedestrians and cyclists travelling along major corridors are particularly at risk for severe or fatal outcomes should a crash occur. In reviewing the crash reports for those crashes of this type that resulted in a fatal injury, most instances that were non-intersection related occurred as a pedestrian walked along a roadway where no sidewalk was present. Maps of the individual crashes displayed with existing sidewalk data will be included as part of the final crash profile.

Crash Profile #2: Pedestrian Crashes within Incorporated Areas at Intersections

Between January 1, 2018, and December 31, 2022, 618 severe or fatal injury (KA) crashes occurred within Hall County. Of those 618 crashes, 231 (37.38%) occurred within incorporated areas of the county. In addition, of the 167 pedestrian related crashes (of all severities), 94 (56.29%) occurred within incorporated areas (Braselton, Clermont, Flowery Branch, Gainesville, Lula, and Oakwood). These crashes are characterized by occurring within denser population areas with a greater mix of land-uses.

Crash Profile #3: Non-Daylight Roadway Departure Crashes in Unlit Areas

Of the 201 non-daylight crashes in unlit areas that resulted in severe or fatal injuries within Hall County from 2018 to 2022, 85 (42.29%) were roadway departure crashes. These crashes occurred along diverse roadway types (the crash profile will break these down by functional class, and also look at posted speed limit). Helping keep vehicles on roadways in unlit areas represents a significant opportunity to help address an on-going source of KA crashes within the county.

Crash Profile #4: Intersection-Related Motorcycle Crashes on Collectors and Arterials

Of the 471 crashes involving motorcycles within Hall County from 2018 to 2022, 378 (80.25%) occurred on roads that had a functional classification of collector or arterial (meaning only 93 occurred on local roadways, despite local roadways making up a significant majority of roadway miles within the County). Furthermore, of the 471 crashes involving motorcycles, 99 (21.02%) resulted in either severe or fatal injuries (KA crashes). Of

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Crash Profile Methodology Memorandum
HALL COUNTY SS4A PLAN
 September 26, 2024

those 99 crashes, 81 (81.81%) occurred on roadways that had a functional classification of collector or arterial. Furthermore, of the 99 motorcycle related crashes that resulted in either severe or fatal injuries on collectors or arterials, 59 (59.60%) of them occurred at intersections.

Crash Profile #5: Rural, Speed-Related Crashes in Unincorporated Hall County

Of the 387 severe and fatal injury crashes that occurred within unincorporated areas of Hall County from 2018 to 2022, 158 (40.83%) involved excessive speed, reckless driving, or a driver losing control of the vehicle – making up the largest portion of such KA crashes. The final version of this crash profile will also be broken down into more detail to reflect urban/rural road typologies (e.g. curb and gutter or no curb and gutter), single-vehicle road departure crashes, and posted speed limits at crash sites. This will help provide additional context for this type of crash and allow for consideration of more specific best practices as possible solutions.

Crash Profile #6: Intersection-Related Head-On and Angle Crashes

Of the 618 severe and fatal injury crashes that occurred within Hall County between 2018 and 2022, 297 (48.06%) were the result of angle or head-on collisions. This includes all vehicle types. Specifically, 219 of the 297 crashes (73.74%) occurred at intersections. Finding a way to make intersections safer will help address a significant source of KA crashes within the county. In addition, as part of the final crash profile, the project team will provide more detailed information on intersection characteristics (signalized vs. unsignalized) and vehicle types. For example, Of the 297 angle or head-on KA crashes within Hall County, 39 involved motorcycles, which does not reflect most of such crashes, but is still important to note.

Crash Profile #7: Dark-Not Lighted Crashes on Arterials

A significant majority of vehicle trips occur during daylight hours, which results in vehicle crashes having a natural skew towards occurring during those times. For example, of the 33,697 crashes examined as part of this effort, 24,846 (73.73%) occurred during daylight conditions. However, of the 618 severe or fatal injury crashes examined, only 61.17% (378) occurred during daylight conditions – a decline from overall crash trends.

The project team found that while “dark-not lighted” crashes make up only 15.84% (5,338) of all crashes (33,697), they make up 29.29% (181) of all KA crashes (618) – representing a significant over-representation of these crashes amongst those that result in severe or fatal injuries. This trend is consistent across all modes. Furthermore, 102 (56.35%) of those 181 crashes occurred on arterials (both minor and major). Developing a crash profile for crashes on arterials in unlit conditions represents an opportunity to better understand a significant driver of KA crashes within Hall County.

Crash Profile #8: Intersection Crashes Involving Non-Interstate Roads with Speeds 45mph+

Speed is a fundamental risk factor in traffic and is inextricably linked to crash severity. As speed increases, so does the likelihood of an accident and the severity of injuries sustained. Higher vehicle speeds result in higher collision speeds, which increases the amount of energy exchanged upon impact. Of the 618 severe or fatal injury (KA) crashes that occurred within Hall County during the analysis period, 469 (75.89%) took place on roadways that had speed limits equal to or above 45 miles per hour (mph). In addition, 291 of those 469 (62.05%) were intersection related. Again, as part of the final crash profile, the project team will present information on how additional risk factors (such as traffic volumes and land use intensities) also play a factor in the propensity of such crashes.

Gresham Smith



Crash Profile Methodology Memorandum
HALL COUNTY SS4A PLAN
September 26, 2024

Conclusion:

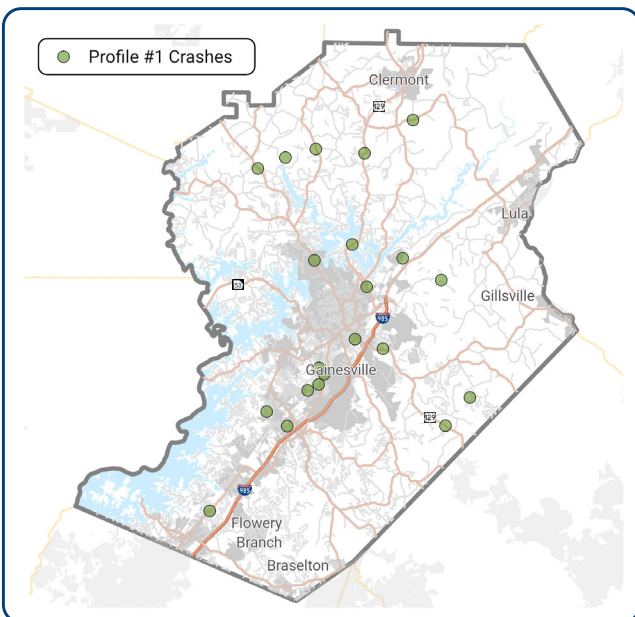
These eight crash profiles represent a significant portion of all KA crashes within the county. Developing potential policy or project solutions to increase roadway safety for the County should help address concerns related to these profile areas. In so doing, those proposals would help address specific areas of concern that have been shown to result in increased rates of fatal and severe injury crashes.

Gresham Smith

Hall County Safe Streets for All Plan

Crash Profile #1: Non-Intersection Pedestrian/Cyclist Crashes on Corridors without Sidewalks

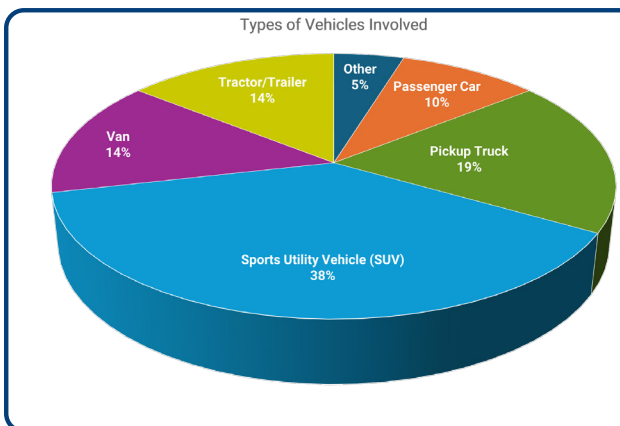
Between 2018 and 2022, there were 21 severe and fatal injury crashes involving pedestrians or cyclists on corridors that did not have sidewalks present.



This includes 7 (33.33%) fatal injury crashes (of which, all were pedestrian), and 14 (66.67%) severe injury crashes (4 cyclist crashes, and 10 pedestrian crashes).



Cleveland Highway (US 129/SR 11) was the scene of three pedestrian crashes between 2018 and 2022 - include two fatal injury crashes. In both fatal instances, the pedestrian was walking along a roadway where sidewalks were not present.



Key Statistics & Takeaways

- 12 (57.14%) crashes occurred in rural, unincorporated parts of Hall County, and 7 (33.33%) in Gainesville
- 17 (80.95%) collisions occurred on collectors or arterials
- 13 (61.91%) collisions involved drivers younger than 25 or older than 55

Safety Countermeasures

Examples of potential safety countermeasures to consider



Rectangular Rapid Flashing Beacons



Walkways/Sidewalks

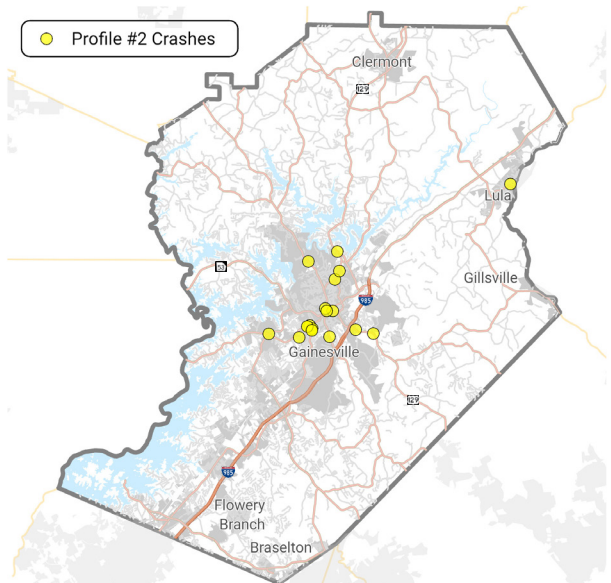


Medians or Pedestrian Refuge Islands

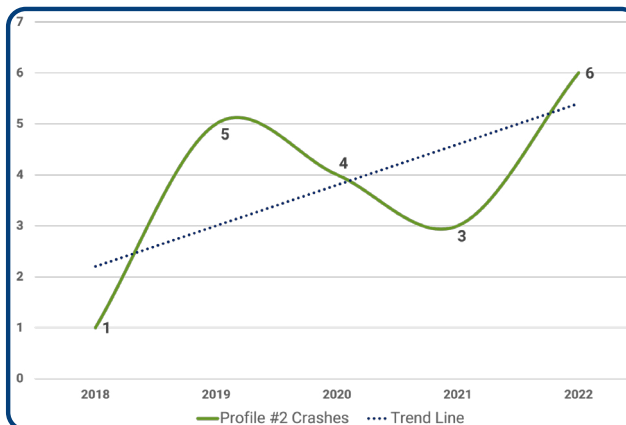
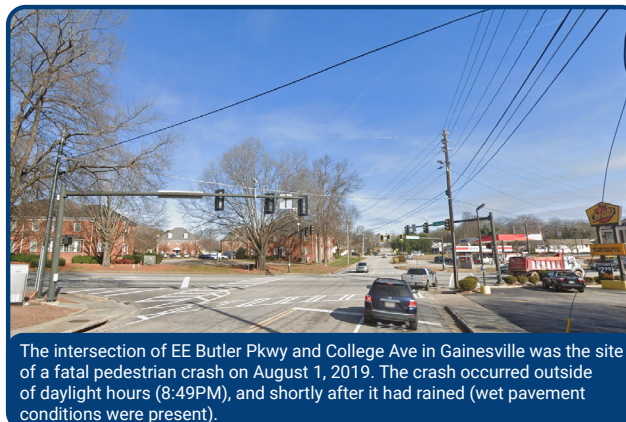
Hall County Safe Streets for All Plan

Crash Profile #2: Pedestrian Crashes at Intersections within Incorporated Cities

Between 2018 and 2022, there were 19 severe or fatal injury crashes involving a pedestrian at intersections within an incorporated City of Hall County.



Most crashes within Crash Profile #2 occur within the City of Gainesville; however, other historic "town centers" experience similar concerns (such as the City of Lula).



Key Statistics & Takeaways

- 15 of the crashes (73.68%) occurred outside daylight hours
- 18 of the crashes (94.74%) occurred within Gainesville, and one crash occurred in Lula
- 18 of the crashes (94.74%) occurred in disadvantaged census tracts

Safety Countermeasures

Examples of potential safety countermeasures to consider



Leading Pedestrian Intervals



Medians/Pedestrian Refuge Islands

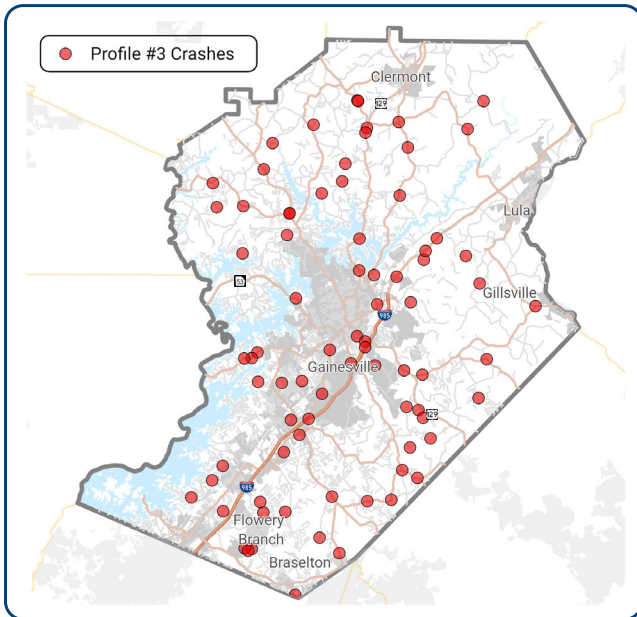


Crosswalk Visibility Enhancements

Hall County Safe Streets for All Plan

Crash Profile #3: Non-Daylight Roadway Departure Crashes in Unlit Areas

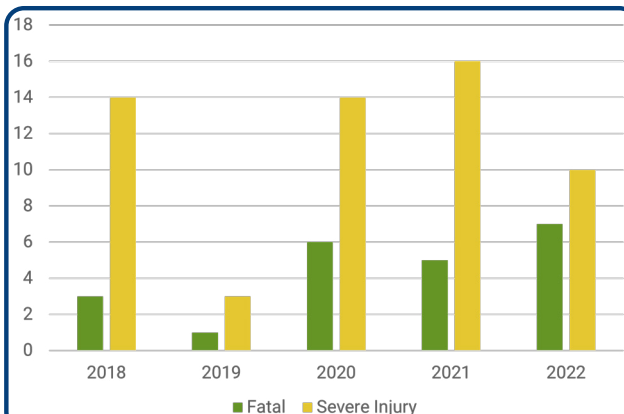
Between 2018 and 2022, there were 79 severe or fatal injury crashes involving vehicles that departed a roadway with no street lighting during nighttime hours.



Seventy-five (94.94%) of these collisions did not involve another vehicle; and 67 (84.81%) took place in unincorporated parts of Hall County.



Browns Bridge Road was the site of three crashes from Profile #3 - two resulting in fatal injuries and one in severe injuries. All three crashes involved the driver losing control of the vehicle at elevated rates of speed. All three crashes occurred at portions of the corridor that did not have street lights.



Key Statistics & Takeaways

- 20 of the crashes (25.32%) occurred at curves in the roadway
- 22 of the crashes (27.85%) resulted in fatal injuries
- Elevated rates of speed were a contributing factor in 22 (27.85%) of the 79 crashes included in this profile

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Corridor Lighting



Wider Edge Lines

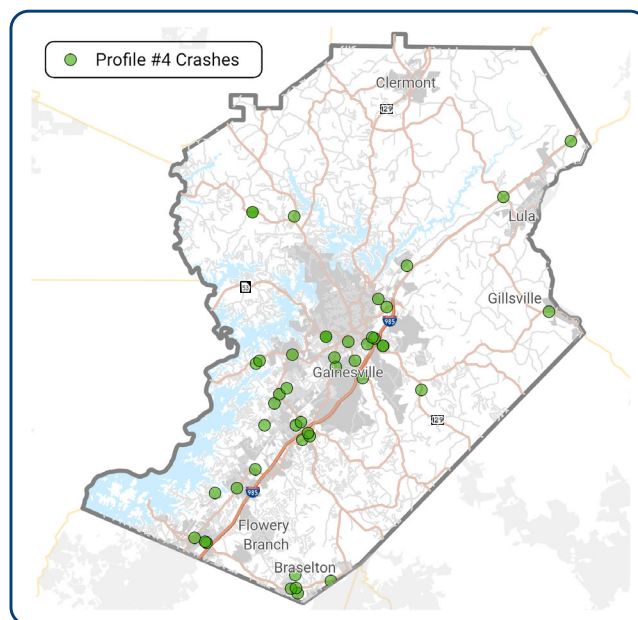


Enhanced Delineation for Curves

Hall County Safe Streets for All Plan

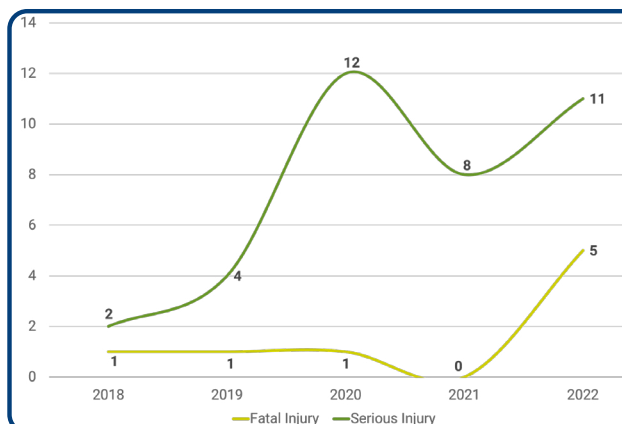
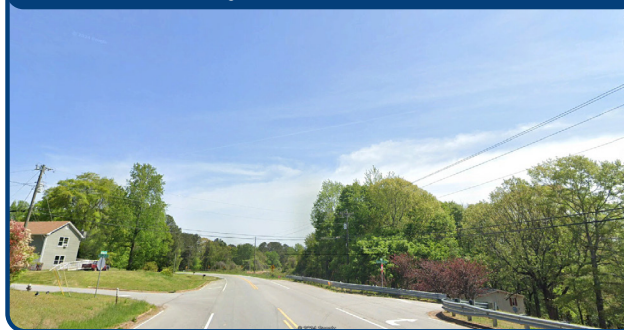
Crash Profile #4: Intersection-Related Motorcycle Crashes on Collectors and Arterials

From 2018 to 2022, there were 37 severe injury and eight fatal crashes (45 total) involving motorcycles at intersections along collectors and arterials.



Intersection-related motorcycle crashes with severe/fatal outcomes represent the quickest growing type of collision that was profiled (rising from 3 to 16).

McEver Road has been the site of two fatal intersection-related, motorcycle crashes; one on August 18, 2019 at its intersection with Oakleaf Drive, and another on September 9, 2022 at its intersection with J White Road. Neither intersection has a traffic signal.



Key Statistics & Takeaways

- Arterials/collectors are classes of roadways (typically carrying more volume than local roads, but less than highways)
- 17 of the crashes (37.78%) occurred in dark conditions
- 20 (44.44%) of the 45 collisions occurred at signalized intersections

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roundabouts



Systemic Improvements

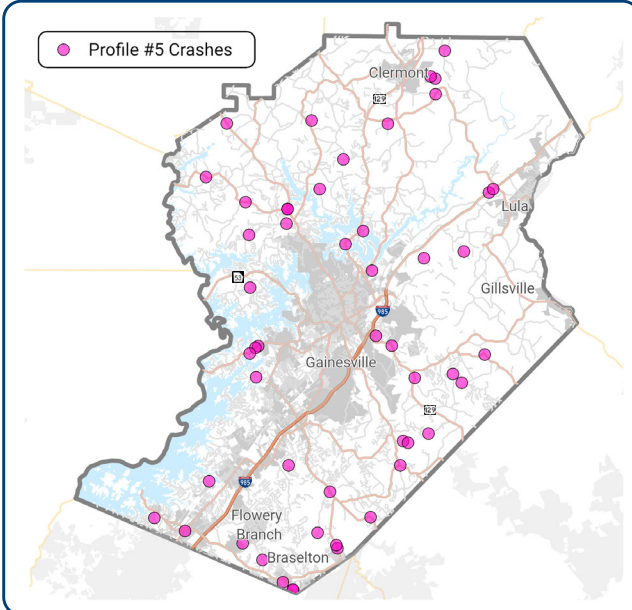


Roadway Lighting

Hall County Safe Streets for All Plan

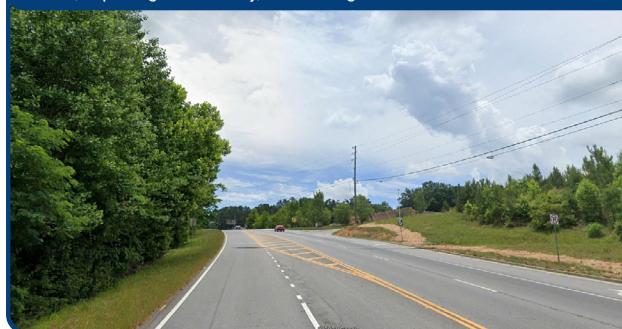
Crash Profile #5: Speed-Related Crashes in Rural Parts of Unincorporated Hall County

In Hall County, from 2018 to 2022, there were 51 severe and fatal injury crashes along rural roadways outside of incorporated cities.

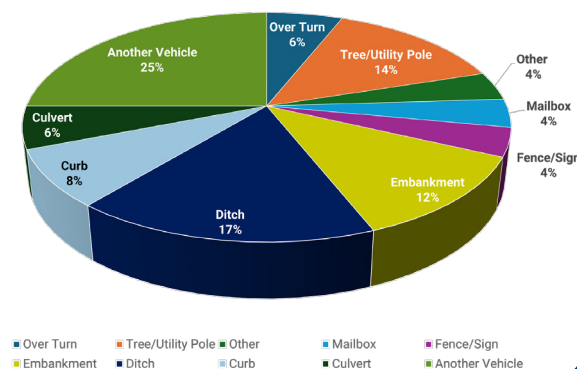


Most crashes within Crash Profile #5 did not involve a collision with another vehicle (38, or 74.51%). Of those 38 crashes, 37 involved the vehicle departing the road.

Thompson Bridge Road, near the intersection of Fraser Circle, has been the site of two fatal speed-related crashes: one on March 31, 2019 and a second on June 7, 2020. Both collisions involved a single, speeding vehicle losing control, departing the roadway, and striking trees.



First Harmful Event (Event that Initially Caused the Crash)



Key Statistics & Takeaways

- 39 (76.47%) of the crashes occurred on arterials or collectors
- 29 (56.86%) of the crashes occurred outside daylight hours
- 34 (66.67%) of the crashes involved striking an object in the roadway's clearance zone (tree, pole, etc.)

Safety Countermeasures

Examples of potential safety countermeasures to consider



Appropriate Speed Limits



Wider Edge Lines

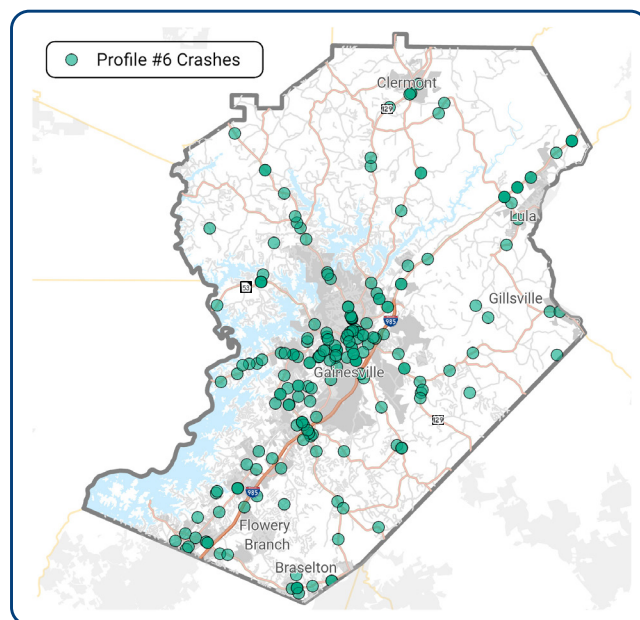


Roadway Lighting

Hall County Safe Streets for All Plan

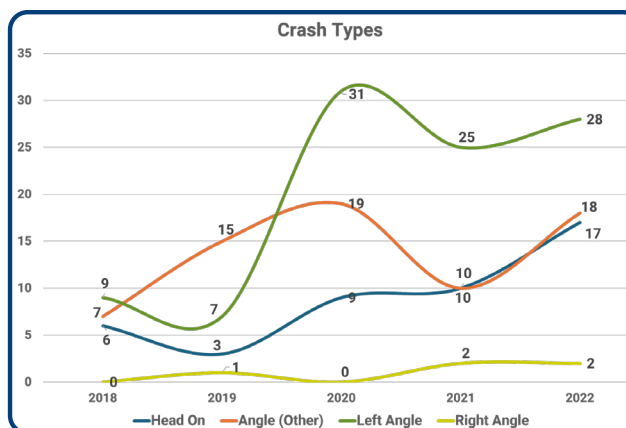
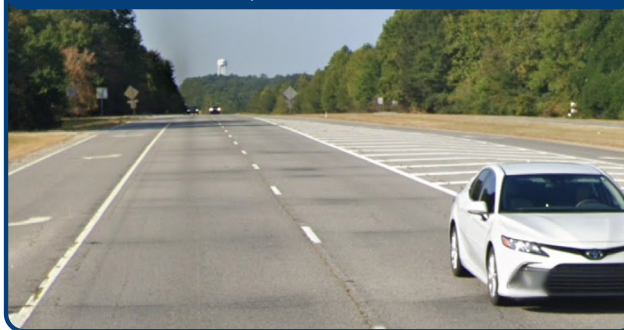
Crash Profile #6: Intersection-Related, Head-On, and Angle Crashes

In Hall County, from 2018 to 2022, there were 31 fatal and 187 severe injury (218 total) head-on or angle crashes at intersections.



While many of the collisions within Crash Profile #6 occurred in populated areas, exactly half (109) occurred in rural, unincorporated areas of the county.

Four fatal injury crashes and 12 severe injury crashes within Crash Profile #6 occurred along SR 365/Cornelia Highway north of its intersection with SR 52/Lula Road. This portion of the SR 365 includes speed limits of 65 miles per hour, as well as numerous stop-controlled cross streets.



Key Statistics & Takeaways

- Of the 218 Profile #6 crashes, 167 (76.61%) involved a driver younger than 25 or older than 55
- 71 (32.57%) of the crashes involved a curve in the roadway
- 69 (31.65%) of the crashes occurred during non-daylight hours

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roundabouts



Reduced Left-Turn Conflict Intersection

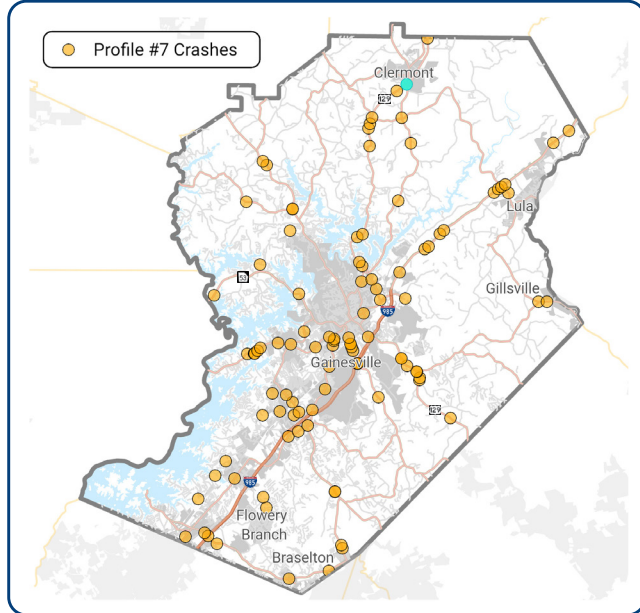


Dedicated Left/Right Turn Lanes

Hall County Safe Streets for All Plan

Crash Profile #7: Dark and Not-Lighted Crashes on Arterials

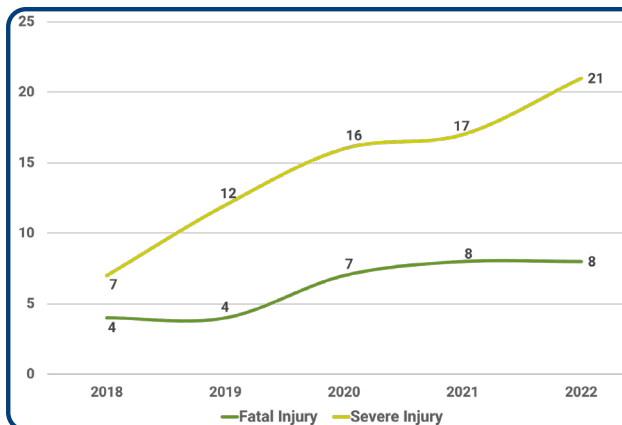
From 2018 to 2022, there were 104 crashes that occurred along unlit portions of arterials outside of daylight hours causing fatal (31) or severe (73) injuries.



While the collisions are fairly dispersed geographically, of the 31 fatal crashes: 20 occurred in unincorporated portions of the county, 8 in Gainesville, and 3 elsewhere.



Eight fatal or severe injury crashes within Crash Profile #7 occurred along Cleveland Highway north of Lake Lanier/Gainesville. This portion of Cleveland Highway includes a rural typical section, with no street lights present. Of the 8 crashes, 5 did not involve another vehicle.



Key Statistics & Takeaways

- Of the 104 Profile #7 crashes, 31 (29.81%) involved a curve in the roadway
- 31 (29.81%) of the crashes involved a roadway departure
- 22 (21.15%) of the crashes involved vehicles passing in “no pass” zones

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roadway Lighting



Enhanced Delineation for Horizontal Curves

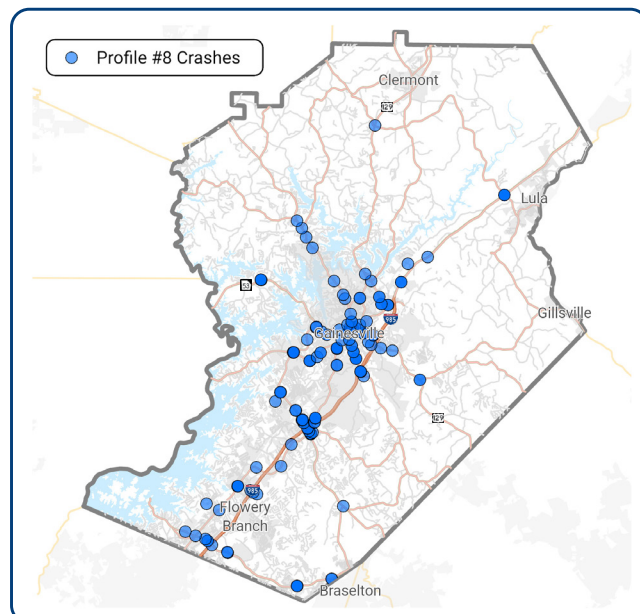


Longitudinal Rumble Strips & Stripes on Two-Lane Roads

Hall County Safe Streets for All Plan

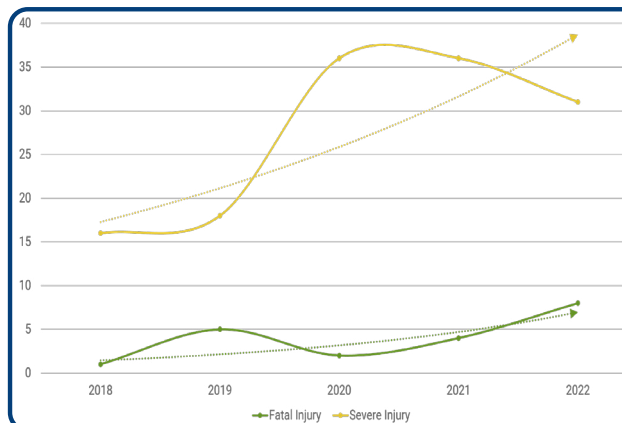
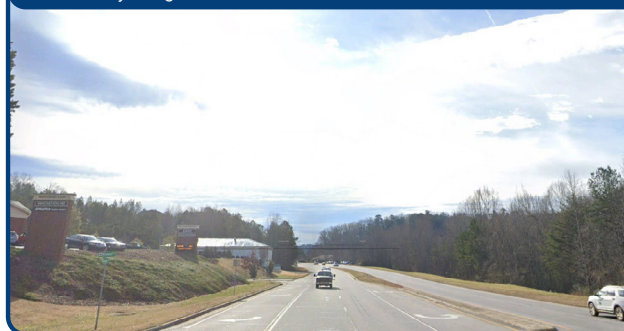
Crash Profile #8: Signalized Intersection-Related Crashes on Non-Interstate Roads with Speeds of 45MPH or Greater

From 2018 to 2022, there were 157 crashes that occurred within 250 feet of a signalized intersection along a corridor with speed limits of 45mph or greater.



This includes 20 fatal injury crashes, and 137 severe injury crashes. Ninety-eight (62.42%) of these crashes occurred during daylight hours.

Seven fatal or severe injury crashes within Crash Profile #8 occurred along Limestone Parkway north of Lake Lanier/Gainesville. This portion of Limestone Parkway is a divided highway with a grassed median present intermittently along the corridor.



Key Statistics & Takeaways

- 59 (37.58%) crashes within Profile #8 occurred in non-daylight conditions
- 93 (59.23%) collisions within Profile #8 were angle crashes
- 58 (36.94%) collisions within Profile #8 occurred in non-clear weather conditions

Safety Countermeasures

Examples of potential safety countermeasures to consider



Roundabouts



Backplates with Retroreflective Borders



Systemic Signage and Marking Improvements



Reduced Left-Turn Conflict Intersections



Public Survey Report



Hall County Safe Streets for All Action Plan

High Level Survey Results

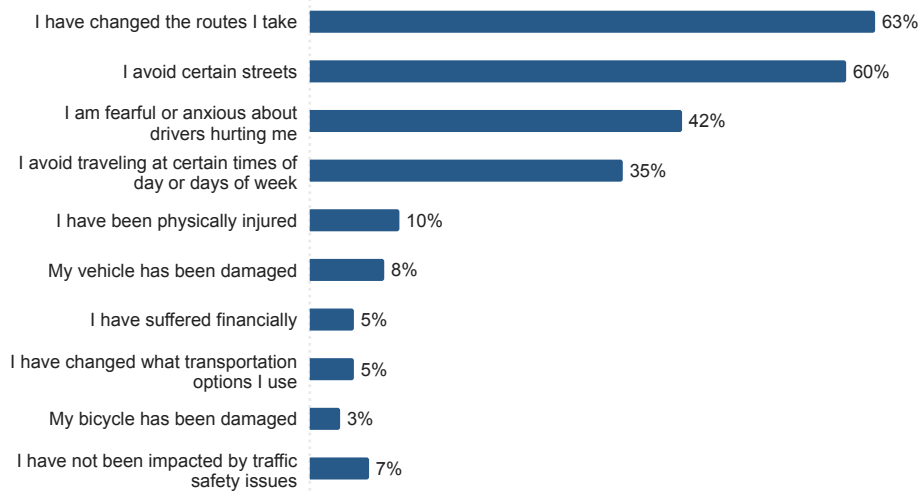
This survey of Hall County residents and employees was conducted during the month of September 2024. 60 respondents submitted surveys.

Key Insights:

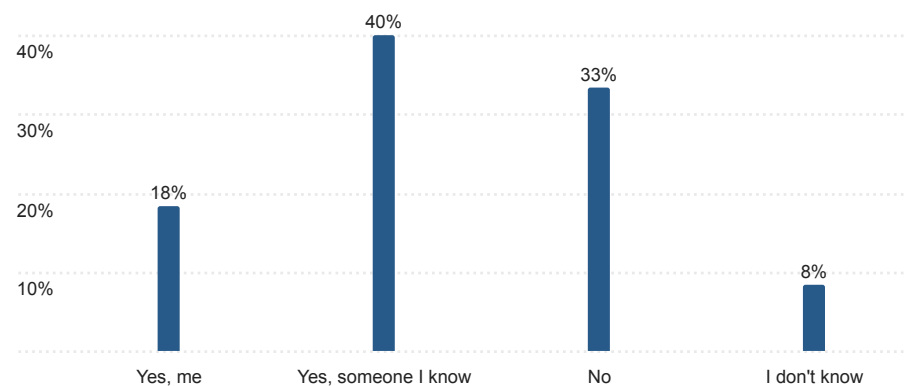
- 58% of respondents have been seriously impacted by traffic crashes in Hall County in the past decade, either personally or through someone they know
- 83% of respondents drive more than once a month, while only one respondent uses public transit more than once a month
- Four respondents regularly bike, and all four said they feel unsafe biking
- The three most common traffic concerns involve other vehicle drivers
- The majority of respondents would be willing to add time to their commute as a trade-off for safer streets in Hall County
- 44% of respondents took the survey in Spanish

How have traffic safety issues in Hall County impacted you?

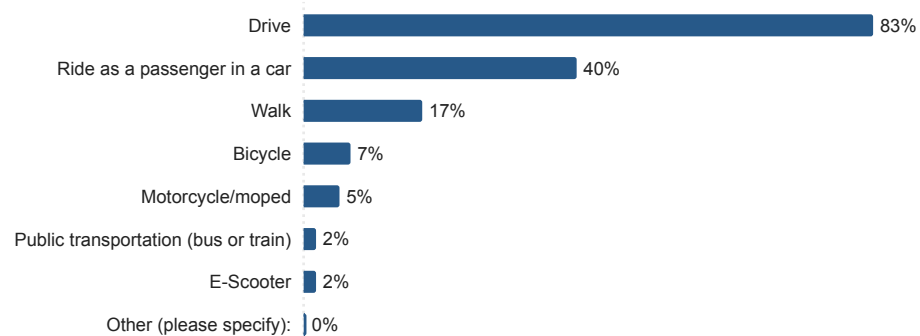
Select all that apply:



Have you or anyone you know been seriously impacted by traffic crashes in Hall County in the past decade?

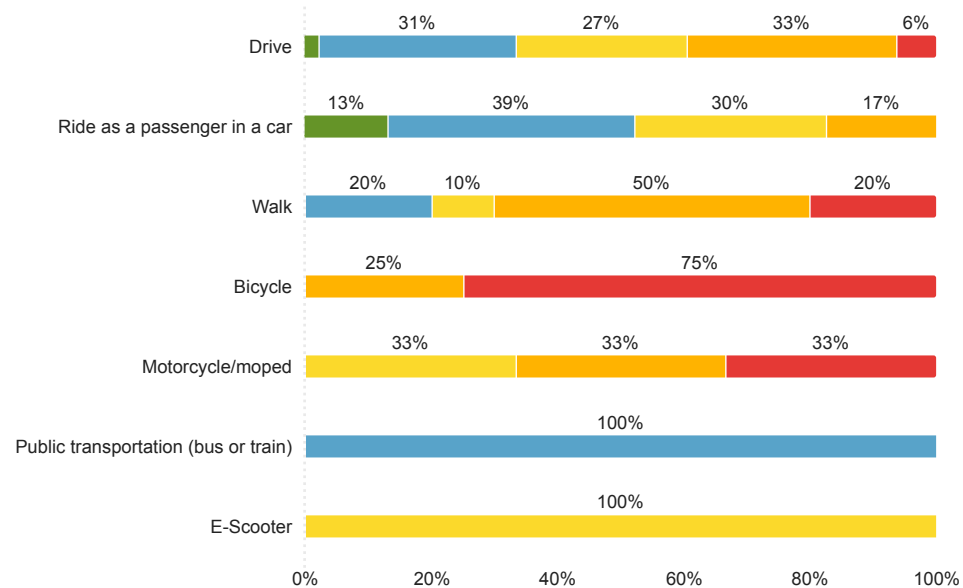


Which forms of transportation do you use multiple times per month within Hall County, on average? *Select all that apply:*



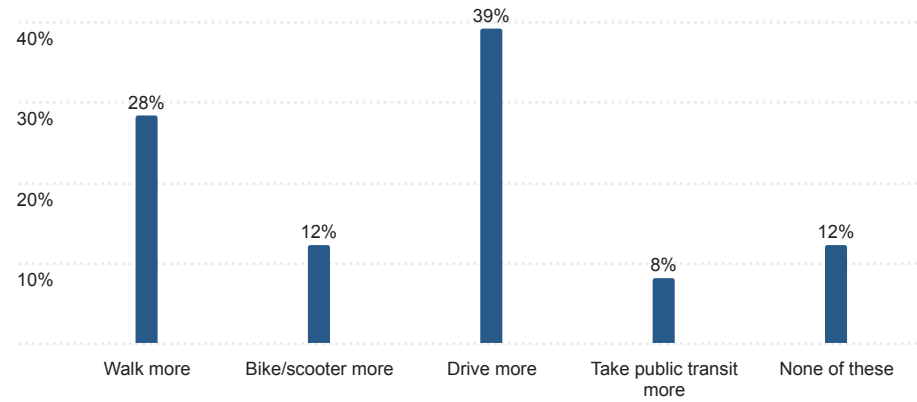
How safe do you feel using the following in Hall County?

■ Very safe
 ■ Somewhat safe
 ■ Neither safe or unsafe
 ■ Somewhat unsafe
 ■ Very unsafe



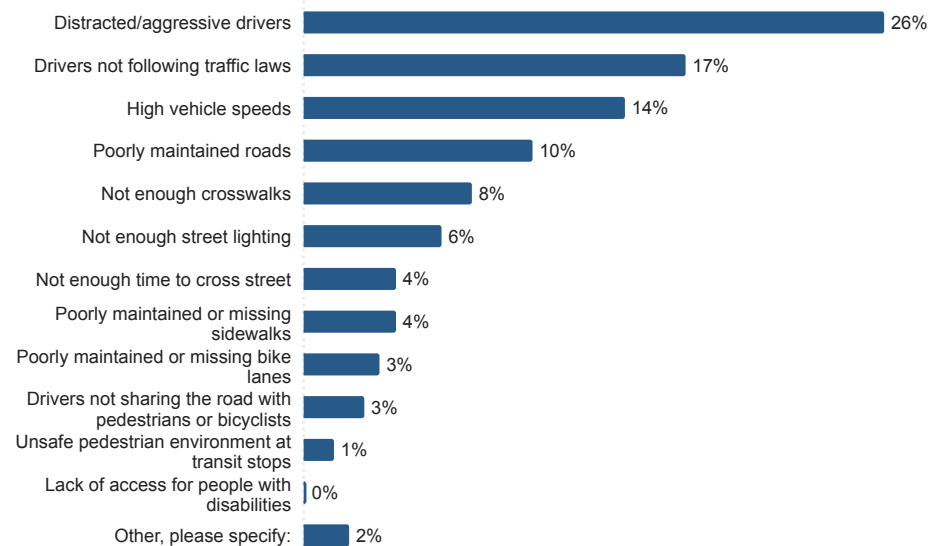
How would you like to get around Hall County in the future?

Select all that apply:



Which of the following are your top traffic safety concerns in Hall County?

Choose up to three:



Which of the following are your top traffic safety concerns in Hall County? *Other, please specify:*

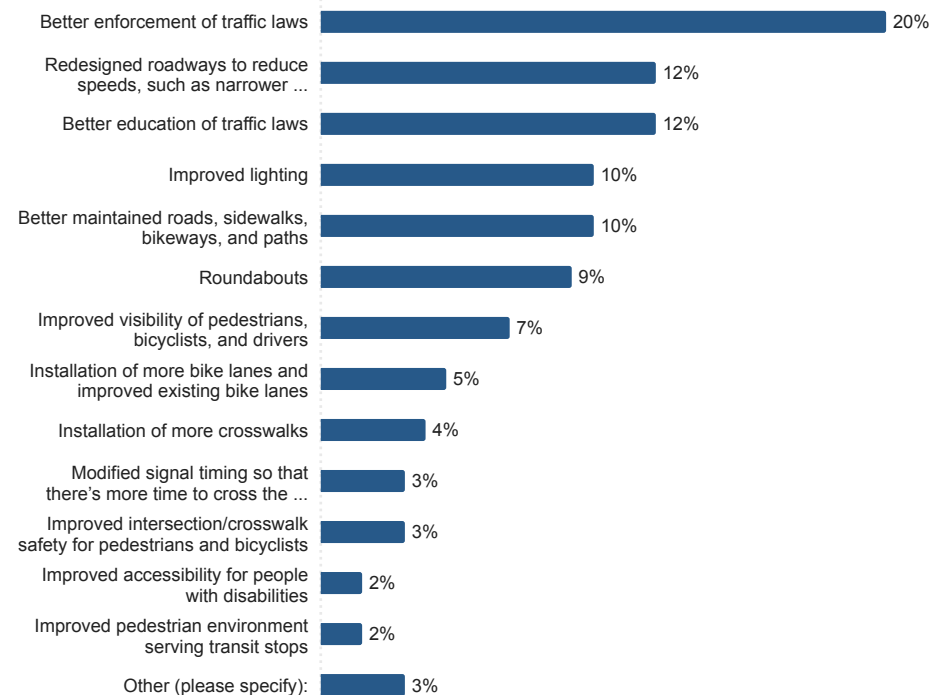
Necesitamos un cemaforo en Hilton DR porque se tarda mucho en dar la vuelat en browns bridge rd

All the development on SR365

Los conductores no respetan la velocidad máxima, no respetan señales de Stop, no usan direccionales, no respetan espacios entre un carro y otro, demasiado agresivos

Which of the following changes do you think would have the greatest impact on improving traffic safety in Hall County?

Choose your top three priorities:



Which of the following changes do you think would have the greatest impact on improving traffic safety in Hall County? *Other (please specify):*

cemaforo en hilton dr

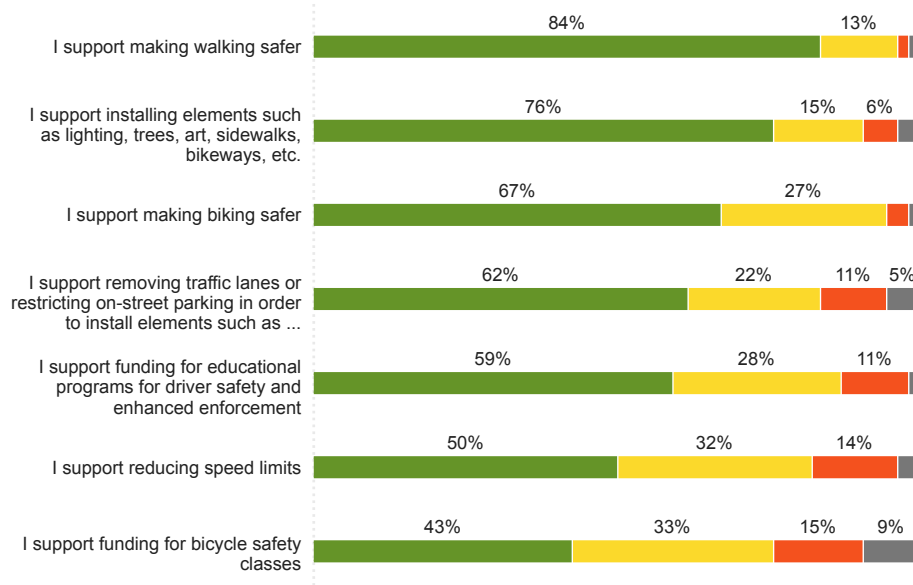
Stop all the development on SR365 until the interstate/SR is improved to handle all the truck traffic.

Increased driver education for all ages, not just students

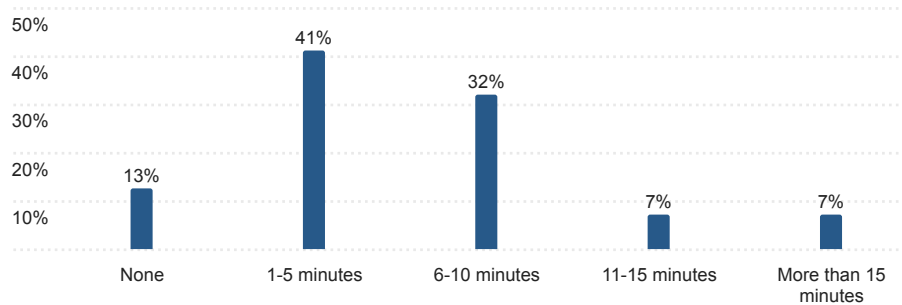
Update roads before major constr uction

How do you feel about the following safety strategies?

■ Agree ■ Neutral ■ Disagree ■ Not sure/no opinion



One strategy to reduce crashes, injuries, and traffic deaths is to slow the speed of traffic. How many minutes would you be willing to add to your commute as a trade-off for safe streets in Hall County for all users?



Let us know any creative ideas you have for how the County, residents, and partner organizations might work together to reduce serious injury and fatal crashes in Hall County. (*Optional*)

Less roundabouts

necesitamos calles mas seguras para los que estamos en bicicleta

necesitamos un semaforo en hilton dr y browns bridge porque la linea a veces toma de 10-15 minutos por el trafico

Huge in-city growth of housing construction before creating adequate roads for such large growth was poor decision by planners. Hoping this new housing doesn't cause a housing crash. We are retired and do not go anywhere during peak traffic hours. Don't visit the square or areas downtown because traffic/parking is a mess. Forget going to midland. We live near the hospital and feel like we are getting squeezed in the middle of Limestone Parkway, Jesse Jewell and Green St. Traffic on Limestone will soon increase again because of new rehab center and Publix shopping center and hospital addition on Enota. Our street, Nottingham Dr., will be a bigger cut-through than before and we have lots of children on Nottingham and Robinhood Trail. More speed bumps here, PLEASE. We hear people drag racing frequently on Limestone ?? We totally support our City and County police and believe they are doing a great job, but this is out of control at the moment. Seen people flying through intersections with a red light, weaving in and out of traffic on Jesse Jewell. John Morrow is also a dangerous place to drive with speeders. Please, please make Gainesville a city where everyone knows you slow down, obey traffic rules or get a big ticket. Queen City Prkwy is another dangerous area. Don't think it is a creative idea, but we need more police monitoring & giving tickets for traffic violations. More cameras. In some cities, more traffic stops lead to more illegal immigrant deportation, more illegal weapons & drugs confiscated. My nephew is a policeman in Granite City, IL and he stops for minor violations & makes arrest for weapons and drugs routinely.

Driver education and enforcement of traffic laws

Give yourself 15 minutes or more to get out of the house. Be calm and drive safely.

All of my answers are related to traffic inside a neighborhood- Cane Crossing

Please pull more people over who ride in the left lane, even with a row of cars behind them. I have seen so many aggressive drivers and road rage incidents because of this. I myself get frustrated often

Arreglar las calles, instalar más iluminación en calles solitarias. Hacer que los conductores respeten los peatones y ciclistas bajando velocidad

Crear mejoras en calles donde cuando manejas ni siquiera se mira si viene en seguida un carro o niños o gente caminando, verificar la velocidad de los carros en calles pequeñas donde niños juegan y andan en bicicleta. Tener en cuenta que la mayoría de las calles no tienen buena iluminación y malos acomodamientos de STOP signs. Nada mejor que salvar vidas y/o prevenir accidentes fatales, en memoria de Carlos Herrera niño de 10 años quien falleció por una accidente mientras andaba en bicicleta con su amigo de 7 años.

no respuesta

Reemplazar algunas señales de Stop por semáforos, comparendos educativos tanto para conductores como para peatones, mayor vigilancia al exceso de velocidad

Creo que un semáforo en la calle de hilton drive/ browns bridge ayudaría mucho porque casi siempre que quiero dar vuelta a la izquierda me tardo de 5-10 minutos en dar vuelta porque los carros van muy rápido.

Speed limits lowered

Dont permit bicycles on Hog Mountain road. Blind curves. Almost been in several head on collisions from people passing bicycles. Very dangerous

Ampliar calles donde circulan trailers y donde hay lugares de trabajo con mucho empleados. Poner armadores en lugares específicos y donde realmente se necesitan. A veces el bastante tráfico que existe en todo el área de Gainesville, Flowery Branch y Oakwood provoca muchas accidentes, tomando en cuenta que muchos de los cuales manejan no respetan las señales de tráfico o el límite de speed

I think putting police officers in areas of high accidents would be beneficial because people would slow down therefor avoiding car crashes

I propose that two stop signs or Roundabout be installed on Hog Mountain Road where it meets Capitola Farm Road in Flowery Branch.

Because It is very hard to see the incoming traffics on the right side of

Hog Mountain Road when making a left turn from Capitola Farm Road onto Hog Mountain Road.

There is a cross at the intersection there, and it is understood that a fatal traffic accident probably occurred there.

The 55+ community I live in nearby has about 400 elderly people living in over 200 homes, so the risk of another traffic accident is very high.

Pedestrian crossing islands, minimize left turns, smaller trucks!!!

Road cameras to help catch speedy so they will get Speeding tickets in the mail

Rotondas son necesarias.

Seguro de automóvil debe costar más y la cobertura mínima de ser mayor.

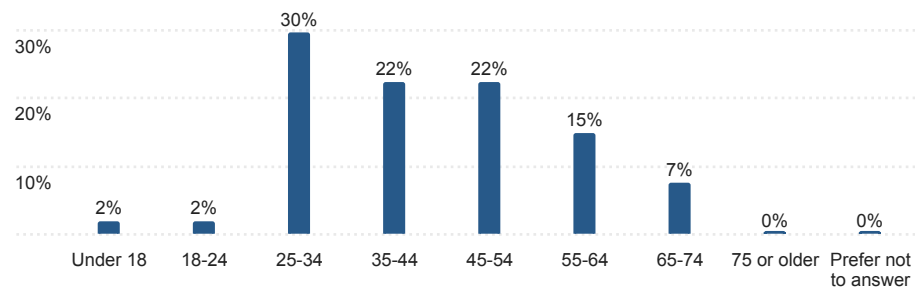
Inspección de emisiones- debe ser parte del mejoramiento

Study the locations where most automobile/pedestrian/bicycle accidents have occurred and look for common causes - address these as needed.

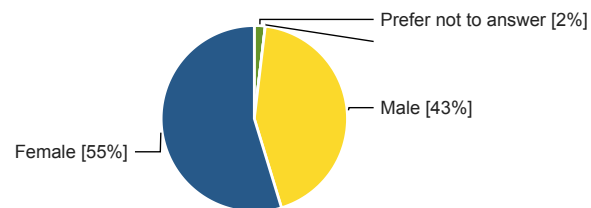
Verificar las personas donde vivo muchos no traen licencia y en área de 25 Millas van a 40 no usan los Stop lo siguen como si nada es muy insegura hablo de la Calle Hazel St y Central Ave

Survey Demographics

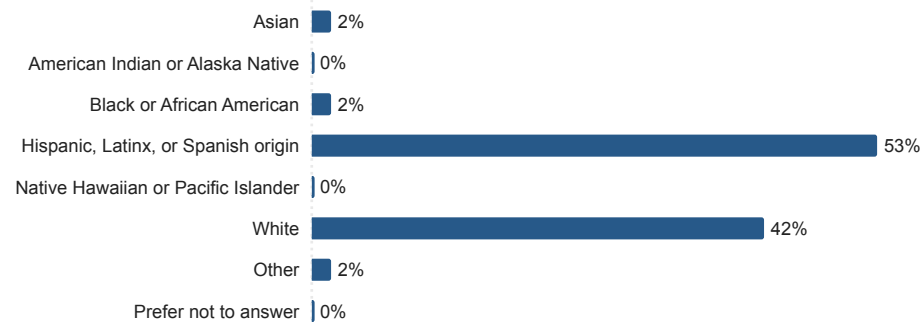
Age



Gender



Race/ethnicity *(Check all that apply)*



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Plan and Policy Review





MEMORANDUM

To: Gainesville-Hall MPO

From: Alta Planning + Design

Date: May 10, 2024

Re: Task 2- Data Collection & Analysis

Safety Plans and Policies Review

Introduction

Hall County was awarded a Safe Streets for All Planning & Demonstration Grant in Fiscal Year (FY) 2022 to develop a Safety Action Plan, in partnership with Gainesville-Hall Metropolitan Planning Organization (GHMPO), and the Cities of Oakwood, Flowery Branch, and Gainesville. The MPO and its partners are continuing their efforts to reduce crashes and improve traffic safety in the area through the Safety Action Plan. The MPO produces annual crash profiles for Hall and Jackson County based on crash statistics and trends. In 2022, crashes continue to trend upwards, reflecting a national trend of increased crashes and traffic fatalities. The MPO has already completed multiple local traffic studies and transportation plans, with a focus on safety and operational improvements.

Through review of existing plans, policies, and programmed projects, it is clear that the MPO has a strong foundation for implementing safety projects. The Alta team conducted a review of plans from GHMPO, Hall County, and the City of Gainesville, to get a holistic understanding of road safety in the study area. Through the review, it became clear that differences exist between the different agencies' approach to road safety. Key information is highlighted below.

The list of documents reviewed is as follows:

- 2020, Regional Transportation Plan, Gainesville-Hall MPO
- 2023, Transportation Improvement Program, Gainesville-Hall MPO
- 2024, Unified Planning Work Program, Gainesville-Hall MPO
- 2017 Complete Streets Policy, Gainesville-Hall MPO
- 2014, Bicyclist and Pedestrian Transportation Plan, Gainesville-Hall MPO
- 2017, Sidewalk Inventory Report, Gainesville-Hall MPO
- 2019, Microtransit Feasibility Study, Hall County
- 2045 DRAFT Comprehensive Plan, Gainesville-Hall MPO
- Street Lighting Policy, Hall County
- 2024, NOT RATIFIED. Resolution Expanding the Special Tax District for Streetlights, Hall County
- Residential Speed Control Program, Hall County
- 2023 Traffic Calming Device and Speed Hump Program, City of Gainesville
- 2019 Flowery Branch Speed and Sign Inventory Study, Gainesville-Hall MPO
- 2019 Gainesville Trail Study, Gainesville-Hall MPO
- 2018 Citywide Traffic Improvement Study, City of Oakwood & GHMPO
- 2021 SR 365/Jesse Jewell Parkway Traffic Impact Study, City of Gainesville & GHMPO
- 2022 Braselton Trail Study, City of Braselton & GHMPO
- 2019 Dawsonville Highway-McEver Road Connectivity Study, City of Gainesville & GHMPO
- List of programmed and planned City projects, City of Gainesville



MEMORANDUM

Summary and Highlights

2020 Regional Transportation Plan, GHMPO

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) consists of the entirety of Hall County and a portion of western Jackson County. Nine municipalities coordinate with the MPO. Atlanta Regional Commission (ARC) and the MPO share responsibility for small parts of Hall County, Forsyth, and Gwinnett Counties. The report incorporates the FHWA's Fixing America's Transportation Act (FAST Act) and Georgia DOT's Statewide Transportation Plan (SSTP), in the development of local goals. The local goals are: Coordination and Outreach to improve project feasibility and outcomes; Multimodal Connectivity to increase travel options by prioritizing transit, pedestrian, and bicycle travel; Safety and Security; System Preservation and Maintenance; Environment to protect natural resources; Mobility and Economic Vitality; Land Use Integration with transportation planning.

The Plan's relevant safety objectives are:

- Reduce incidence of crashes on the system, particularly at high-crash locations;
- Review traffic crash data to systematically identify potential safety problems and develop a list of projects;
- Prioritize and schedule maintenance expenditures to maintain safe travel conditions;
- Provide adequate access for emergency service vehicles;
- Assist Hall Area Transit (HAT) in improving the safety and efficiency of its active vehicle fleet.

Using the Georgia Electronic Accident Reporting System (GEARS), a crash analysis report was developed with data from 2014-2018, and limited data available from 2019. The report cites the 2018 "Hands-Free Law" (Hands-Free Georgia Act), which prohibited the use of a cell phone while operating a motor vehicle, and increased enforcement with schools and safety zones as the reasons for the decrease in crashes. They identified roadway segments and intersections that were the site of the most crashes and Killed or Serious Injury (KSI) crashes. The County's crash profile and High Injury Network (HIN) was overlaid with school zones to highlight school safety.

A total of 87 projects were identified and categorized into six (6) project types (Bridges, Interchange, Intersection, Roundabout, Roadway Operations and Widening.). Projects listed in the report included basic tags for 'type' of improvement, but no information on status.

GHMPO No.	GDOT No.	FY Programmed	Project Description	Project Type	Jurisdiction	Status
GH-104	0015702	2020-2025	Dawsonville Hwy/SR 53 at McEver Road Operations	Intersection	Hall County	Location and Design Approval in 2021.
GH-106		2020-2030	John Morrow Parkway At Washington Street Operations - Realign Southbound Right Lane	Intersection		



MEMORANDUM

GH-107		2020-2030	Park Hill Drive At Lakeview Drive Operations - Reduce Slope On Lakeview Drive Approach	Intersection		
GH-125	0015917	2020-2025	SR 60/Green Street at SR 11 Business/NE Riverside Dr	Roundabout	Hall County	



MEMORANDUM

GH-126	0015918	2020-2025	SR 60/Green Street at CS 898/Academy St July 2023: The proposed project would replace the existing signalized intersection with a multi-lane roundabout configuration for a project length of 0.3 miles. The roundabout would consist of a skewed central shaped island with an 18-ft to 26- ft single circulatory roadway width and an oval shaped variable width traversable truck apron that will accommodate turning movements. Georgia Dept. of Transportation would be responsible for acquiring property rights for this project. Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at the Georgia Department of Transportation: Terrance Cooper, Area Manager District 1, Area 1 TCooper2@dot.ga	Roundabout	Hall County	Concept Development approved.
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Alta Planning + Design, Inc.

Hall County, GA



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			.gov 2594 Gillsville Highway Gainesville, GA 30507 (770) 531- 5880			
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MEMORANDUM

GH-127	0016166	2020-2025	SR 124 at SR 60 & CR 17/Sam Freeman Rd From June 2023: The proposed project would replace the existing intersections with a circular doublelane roundabout configuration for a project length of 0.45 miles. The circular roundabout would consist of two 16-foot circulating lanes and a 12-foot - 8inch wide truck apron to accommodate turning movements. Curb and gutter will be installed along the outside of the roundabout and on the inside of the truck apron. The roundabout will also provide 5 feet sidewalks and crosswalks for pedestrians traveling through this intersection. The temporary traffic signal currently at the intersection of SR 124 and SR 60 will be replaced by the proposed roundabout. An off-site detour will not be	Roundabout	Jackson County	Concept Development Approved.
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MEMORANDUM

			needed and the estimated time for construction is 18 months. The Georgia Department of Transportation would be responsible for acquiring any property rights required for this project. Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at the Georgia Department of Transportation: Kevin DeWitt, Area Manager District 1, Area 2 kdewitt@dot.ga.gov			
GH-103		2026-2030	Athens Highway at Chestnut Street Operations	Intersection		
GH-105		2026-2030	EE Butler Parkway/Athens Street at MLK Jr. Boulevard Intersection Improvements	Intersection		
GH-128		2026-2030	SR 60/Candler Road at Fullenwider Road	Intersection Improvement		
		2041-2050	Chamblee Road - From McEver Road To Thurmon Tanner Parkway	Corridor Improvement		



MEMORANDUM

		2041-2050	EE Butler Parkway From Jesse Jewell Parkway To Monroe Drive (Corridor Safety Audit)	Potential Corridor Safety Audit		
		2026-2030	Flat Creek Road - From McEver Road To Main Street	Corridor Improvement		
		2031-2040	Flat Creek Road - From McEver Road To Main Stree	Intersection Improvement		
		2020-2025	Hog Mountain/Blackja ck Road Intersection Improvement	Intersection Improvement		
		2020-2025	Hog Mountain/Cash Road Intersection Improvement	Intersection Improvement		
		2041-2050	Intersection Safety Audit - HF Reed Industrial Parkway And Aloha Way	Potential Safety Audit		
		2041-2050	Intersection Safety Audit - Thurmon Tanner Road And Cross Streets	Potential Corridor Safety Audit		
		2026-2030	John W. Morrow Jr. Parkway/SR 53 At Pearl Nix Parkway	Intersection Study		
		2031-2040	Main Street - From Academy Street To Flat Creek Road	Corridor Improvement		



MEMORANDUM

		2041-2050	McBrayer Road – From M Stringer Road to Chamblee Road	Corridor Improvement		
		2041-2050	McClure Drive – From Main Street to Dead-End	Corridor Improvement		
		2031-2040	McEver Road and Flat Creek Road Intersection	Intersection Improvement		
		2041-2050	Oakwood Rd – From Nellie Drive to Mundy Mill Drive	Corridor Improvement		
		2041-2050	Old Flowery Branch Road – From McEver Road to SR 53/Mundy Mill Rd	Corridor Improvement		
		2031-2040	Old Oakwood Road from 1200’ North of SR 53/Mundy Mill Road to Tumbling Creek Road	Corridor Improvement		
		2031-2040	Old Oakwood Road From Main Street To SR 53/Mundy Mill Road	Corridor Improvement		
		2031-2040	Plainview Road/Allen Street - From Thurmon Tanner Parkway To Railroad Street	Corridor Improvement		
		2020-2050	Renovate/Repair various intersections in the County at \$1,000,000 per year average	Intersection Improvement		



MEMORANDUM

		2020-2025	Sloan Mill Road/Schubert Road Roundabout	Intersection Improvement		
	0016065	2020-2025	SR 53 at New Cut Road / Ednaville Road	Roundabout	Jackson County	Construction underway.
		2026-2030	US 23/SR 365/Cornelia Highway From Howard Road To Ramsey-Fraser Lake (Corridor Safety Audit)	Potential Corridor Safety Audit		
		2020-2025	W. White Road - From H.F. Reed Industrial Parkway To Chamblee Road	Corridor improvement		
		2020-2025	White Sulphur Road/Lotheridge Road Intersection Improvement	Intersection Improvement		

2023 Transportation Improvement Program (TIP), GHMPO

This program, published in late 2023, includes a list of projects from FY 2024 to 2027. The projects are taken and consistent with the financially-constrained project list on the 2020 Metropolitan Transportation Plan (MTP). GHMPO is responsible for undertaking the federally-required transportation planning process for the Gainesville Urbanized Area (including all of Hall County). Three committees and three documents are the core products and the foundation of the MPO's work: the Policy Committee, Technical Coordinating Committee, and Citizens Advisory Committee and the Metropolitan Transportation Plan, Transportation Improvement Program, and the Unified Planning Work Program.



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Projects are evaluated on their ability to **reduce congestion or enhance safety, address community needs, and their support from the community**. The following projects focused on safety improvements:

GHMPO No.	GDOT No.	FY Programmed	Project Description	Jurisdiction	Status
GH-133	0016074	2024	New interchange with overpass over SR 365 with dual roundabouts on either end for on/off ramp access. The purpose of this project is to address congestion and safety issues at existing intersection with Lanier Technical College and the YMCA.	Hall County	Design and pre-engineering has been authorized and is well underway. Construction is expected to break ground in 2024.
	0018042		Off-system safety improvements @ 4 Locs in Hall County	Hall County	Pre-engineering is authorized. Construction authorized.
	0019223		CR 147/Jackson Trail Road off-system safety improvements	Jackson County.	Pre-engineering is authorized. Pre-construction stage.

2024 Unified Planning Work Program FY 2025 (UPWP), GHMPO

Published in February, 2024, the UPWP is for FY 2025. The UPWP is part of the MPO's transportation planning service, and serves as the annual operating budget for GHMPO, and provides funding for equipment, planning activities, and planning studies throughout a single fiscal year. The UPWP describes the work schedule for the period July 1, 2024 through June 30, 2025, reviews federal Planning Emphasis Areas (PEAs), and FY 2024 accomplishments. There are several safety-relevant PEAs that are reflected in the UPWP's work orders and projects:

1. Equity and Justice: Highlight potential [transportation] impacts on areas with higher minority populations or households with lower income levels through GIS mapping in plans and studies.
2. Complete Streets: Work with local jurisdictions on Highlands to Islands trail expansions and complete the Bike and Pedestrian Plan Update.

Accomplishments from the FY 2024 period are:

1. Continued the TCC Trails and McEver Road Subcommittees
2. Kicked off full updates to the GHMPO Bicycle and Pedestrian Plan and the GHMPO Metropolitan Transportation Plan (MTP): 2025 Update.



MEMORANDUM

3. Adopted a Zero Emission Vehicle Transition Plan for Hall Area Transit
4. Adopted the Flowery Branch Parking and Mobility Study
5. Created crash profiles for Hall and Jackson counties. Assisted Hall County, Gainesville, Oakwood, and Flowery Branch with the creation of a Safety Action Plan through the Safe Streets for All grant program

Some of the planning priorities for FY 2025 are:

Task #3 Data Collection

Lead Agency: GHMPO

The MPO collected 2023 crash data and updated the crash profiles of Hall and Jackson Counties. The MPO, in 2024, established the Safety, Bridge and Pavement, and Transit Asset Management (TAM) performance targets, consistent with the Georgia State targets, as required per the IJA's Performance Based Planning & Programming.

In 2025, the MPO will collect 2024 crash data, and adhere to data collection for Statewide Safety Performance Management Targets.

Task #4 System Planning

Lead Agency: GHMPO

Sub-objective 4.1: Plan for intermodal modes of transportation.

- Expand or improve transit with HAT.
- Continue TCC Trails Subcommittee engagements with local jurisdictions to expand Highlands to Islands trails.

Sub-objective 4.5: Integrate land use planning with transportation planning **and** provide information and recommendations to member jurisdictions and other planning and design agencies.

- Complete work on and adopt the Metropolitan Transportation Plan: 2025 Update/Bicycle and Pedestrian Plan Update (to be adopted by May 2025).
- In coordination with the City of Gainesville and Hall County, begin work on the SR 13/Atlanta Highway Corridor Study (to be adopted by June 2025).

Task #6 Safe & Accessible Transportation Options/Complete Streets

Lead Agency: GHMPO

The objective of this task is to “fulfill the vision, principles, and strategies outlined in the GHMPO Complete Streets Policy” and provide safe transportation.

In 2024, the MPO will work with Hall County, Gainesville, Oakwood, and Flowery Branch on the completion of their Safety Action Plan through the Safe Streets for All Grant, and to update its Complete Streets Policy. Worked with the GHMPO TCC Trails Subcommittee to explore programming segments of the Highlands to Islands Trail into the Regional Transportation Plan update.

In 2025: 1) Complete Streets Policy update will be completed; 2) Safety Action Plan's projects will be implemented; 3) Highlands to Islands Trail Network will continue to be expanded.

GHMPO Business Plan & Upcoming Unfunded Studies



MEMORANDUM

The MPO wants to inform its planning partners of current and future unfunded projects and required planning activities. For FY 2025 these are listed in the table below.

Table 1. Anticipated Unfunded Products in FY 2025

Product	Cost Estimate & Funding Source	Date of Completion
SR 60/US 129 Connectivity Study	\$150,000	FY 2025
SR 60/Candler Road Improvement Study	\$150,000	FY 2025
Henry Street and Piedmont Avenue Streetscaping Study	\$50,000	FY 2025
City of Hoschton Transportation Study	\$100,000	FY 2025
City of Flowery Branch Downtown Redevelopment Study – Phase II	\$100,000	FY 2025
SR 60/SR 124/Sam Freeman Road Corridor Improvement Study	\$100,000	FY 2025

2017 Complete Streets Policy, GHMPO

The vision for the MPO's Complete Streets Policy is for every public right-of-way to give residents multi-modal transportation options to safely and conveniently travel to and from their destinations. The MPO seeks to incorporate complete street improvements at every stage of roadway life (planning, funding, designing, constructing, operating, and maintaining).

The MPO intends to provide bicycle and pedestrian facilities on every roadway according to roadway features, land uses, and community desires. This includes providing safe crossings, anticipating demand for bike-ped facilities within the lifespan of the roadway. Complete Streets principles should be applied during resurfacing works.

- In corridors whose primary purpose is to carry inter- and intra-regional traffic, a limited range of modal accommodations may be appropriate. At a minimum, sidewalks should be installed unless local conditions dictate otherwise.
- MPO encourages all jurisdictions to adopt similar policies and integrate them into their comprehensive plans, manuals, rules, etc. As of April 2024, the Cities of Gainesville and Oakwood have.
- Performance measures should be set to track improvements. Ideas are provided including crash numbers.
- GHMPO will:



MEMORANDUM

- a. Staff will make the Complete Streets policy a routine part of everyday operations and shall approach all transportation projects as an opportunity to improve the transportation network for all users of all abilities and will work in coordination with all jurisdictions.
- b. Maintain a priority list of all transportation improvement projects including those for problem intersections and roadways.
- c. Maintain a comprehensive network of bike and pedestrian infrastructure and identify key projects that could help to eliminate any gaps within that network.
- d. Train staff on best Complete Streets principles and practices.
- e. Seek out appropriate funding sources for successful implementation of Complete Streets policies.

2014 Bicycle and Pedestrian Plan Update, GHMPO

An updated plan will be published in late 2024. This version is an update to the original 2006 plan, and is focused on the development of shared-use trails as off-road facilities for cyclists and pedestrians. The Plan had 4 goals:

1. Promote active lifestyles by providing access to recreational trails in Hall County.
 - a. Create destination trails connecting to and through major passive parks.
 - b. Develop community programs to support active living.
2. Provide bicycle connections to high demand areas.
 - a. Connect trails to colleges and universities.
 - b. Connect trails to K-12 schools and parks.
 - c. Connect trails in areas of higher residential density with low auto ownership.
3. Support city redevelopment plans through bicycle and pedestrian connections.
 - a. Support development of walkable and bikeable corridors as community focal points.
 - b. Support city comprehensive plan objectives for redevelopment through increased accessibility.
4. Improve long distance cycling through the county and region.
 - a. Provide signed, on-street bicycle routes for distance riders along lower volume roads.
 - b. Connect to key destinations in surrounding counties.

At the time of writing, Hall County had 5 miles of walking and biking trails. High-demand areas were identified using these characteristics: high population density, above average poverty level, low auto-ownership level, presence of schools or universities. There are two universities in the study area: Brenau University and University of North Georgia.

Recommendations that are most applicable to an active transportation (non-recreational) context are the parallel routes recommended along I-985 corridor in South Hall County.



MEMORANDUM

2017 Sidewalk Inventory Report, GHMPO

There were 375 miles of sidewalk in GHMPO, mostly concentrated in Gainesville and South Hall County. The purpose of the report was to identify what sidewalk infrastructure currently exists, by adding county-wide information to the Gainesville City sidewalk data. The report aims to identify areas for improvement and increased connectivity.

- Gainesville recommendations: Increase connectivity and pedestrian crossings along Browns Bridge, Atlanta Highway, Highways 53, 60, and 129.
- Oakwood recommendations: Create connections from the outskirts of the city into the central network and to the Elachee Nature Science Center.
- Flowery Branch: connectivity needed from downtown Flowery Branch to Hideaway Bay Marina and Lake Lanier front. Connectivity possible to the Highlands to Islands Trail in Oakwood, which would link Flowery Branch to Downtown Gainesville via multi-use trail.
- Braselton & Jackson County: the downtown areas with sidewalks are siloed, connect them. Connect to the multi-use paths on Friendship Road.

The transit recommendations of this Plan are out of date because Hall Area Transit discontinued fixed-route service after adopting microtransit..

2019 Microtransit Feasibility Study, Hall County

The microtransit vendor Via completed a study for Hall County to understand its transit options in the region. This comes after Gainesville's reclassification as a large urbanized area in the 2020 census, which will reduce its federal transit funding. Via created five transit simulations to explore Hall County's options. Ultimately, it recommended upgrading the dial-a-ride service and 3 Gainesville Connection routes to microtransit to maximize service offering and maintain budget.

Hall Area Transit has since contracted Via to operate a county-wide microtransit system, called WeGO.

DRAFT 2045 Comprehensive Plan Transportation Element, Hall County

This draft of the Comprehensive Plan will be published in late 2024. One of the goals for the Comprehensive Plan is to "expand alternative transportation options by increasing pedestrian infrastructure, developing complete streets, and enhancing public transit". The Multi-Modal Transportation Element does not mention safety issues, but does mention prioritizing safety of all users. There is no mention of the GHMPO High Injury Network. Key action items are:

- Coordinate with GHMPO on completing the Highlands to Islands Trail network.
- Prioritize sidewalk and street lighting needs based on frequency of use. Coordinate with City and Town efforts to build and connect multi-modal infrastructure.
- Enact zoning conditions of approval for nearby developers to build connections to the Highlands to Islands Trail.
- Incentivize mixed-use developers to include trails and trail connections, where appropriate, in their plans.
- Encourage developers to construct trail systems within a half-mile of mixed-use projects.
- Encourage connections to activity centers within the Cities and Towns.
- Examine how County and City/Town parks can be connected through new trails.



MEMORANDUM

- Adopt a complete streets policy.
- Implement an ADA plan that identifies existing ADA barriers on sidewalks and crossings to allow for updates to be made on an ongoing basis.

Street Lighting Policy, Hall County

Hall County has a Street Lighting Policy, which is funded by a special tax district in all of unincorporated Hall County, found in Section 16.90 of the County Code of Ordinances. New subdivisions and single-family residential developments must submit their street lighting layout as part of their proposal. Outside of single-family residential developments, lighting is only permitted with the approval of the County Traffic Engineer, upon final approval of the Board of Commissioners, and compliance with the ordinance's standards.

The street lighting policy does not provide strict guidance on design standards, aside from minimum average illumination. There is room for improved design standards for pedestrian lighting.

Not Ratified 2024 Expansion of Special Tax District for Streetlights

This resolution, introduced in Hall County in 2024, proposed to expand the special tax district to fund new street lighting on Spring Road (between Browns Bridge Road and McEver Road) and along a portion of Skelton Road (between Browns Bridge Road and Shallowford Road). These two roads have recurring roadway speeding and safety concerns, but several residents resisted the Ordinance, citing increased cost burden on residents and lack of faith in the effectiveness of streetlights to improve safety conditions.

- A child was killed in a hit-and-run on Spring Road in 2023.
- Residents counter-proposed speed tables on Spring Rd and Skelton Road, but the County is hesitant to start funding expensive speed tables.
- Residents also expressed concern over street lighting's potential for attracting homeless people and late-night drug deals.

Residential Speed Control Program, Hall County

This Hall County document records the County's procedure and evaluation criteria for installation of speed control measures. Speed tables are the only measure named in the document. There is a high burden on the applicant to submit a petition:

1. A subdivision resident or association submits a request to the Traffic Engineering Division.
2. The County determines whether roadway characteristics are compatible with speed control program.
3. Applicant collects **affirmative signatures from 75%** of residents to petition the County for a traffic study.
4. Traffic study is performed collecting: traffic speed, volume, site review, and a review of accident history.
5. Two readings and public hearings must be completed before the Board of Commissioners.
6. If approved, a contractor will be secured. Installation costs will be divided and added to local property taxes, maintenance fee of \$12.00 per property will be added.



MEMORANDUM

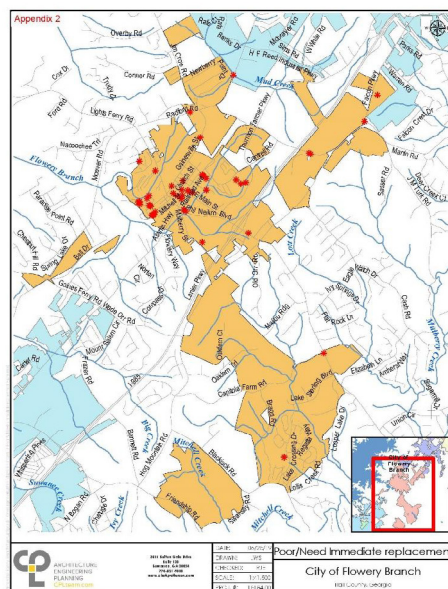
2023 Traffic Calming Device and Speed Hump Program, City of Gainesville

The City of Gainesville documents the City's procedure and evaluation criteria for installation of speed humps or traffic calming devices. Unlike the County, the City performs a traffic study upon request and may require a petition from residents for installation *after* the study has determined whether the area is eligible for traffic calming devices. Speed humps are the only traffic calming devices named in the document.

2019 Flowery Branch Speed and Sign Inventory Study, GHMPO

The MPO conducted a speed study and a study of the 1,604 street signs in Flowery Branch. The full inventory was mapped according to condition (see Map 1 below). The following roads were chosen for traffic studies: Gainesville St (35), Church St (25), Lights Ferry Rd (45), and East Main St (35). Posted speed limit at time of study are in brackets in miles per hour (mph). Significant speeding was found on Gainesville and recommendation was to increase the speed limit to 45 mph to match 85th percentile speeds. On southbound Lights Ferry Rd, 85th percentile speed was 52.3 mph, but no changes were recommended.

Map 1. Flowery Branch Signs in Poor Condition



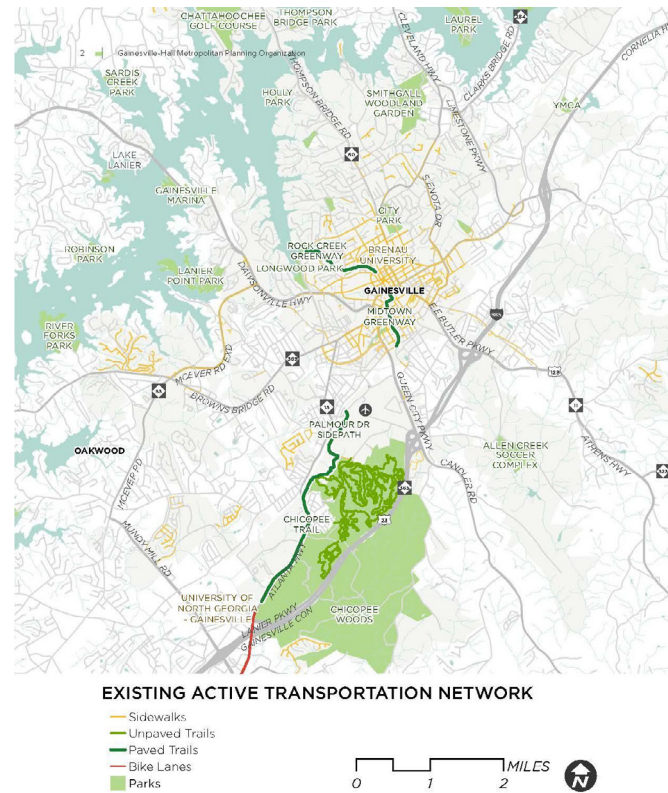


MEMORANDUM

2019 City of Gainesville Trail Study, GHMPO

This Alta-developed study was commissioned by the MPO to satisfy the Fixing America's Surface Transportation (FAST) Act requirement to increase accessibility and mobility. The proposed trail network connects important civic, educational, recreational, and mobility destinations, especially Midtown Greenway to Chicopee Trail, through a paved, off-street trail system. This concept was supported by and reflected the community engagement process. A high demand and low provision of pedestrian facilities was observed on Industrial Blvd. Low vehicle access was noted in central Gainesville, making it a priority area for safe active transportation facilities.

Map 2. City of Gainesville Existing Active Transportation Network





MEMORANDUM

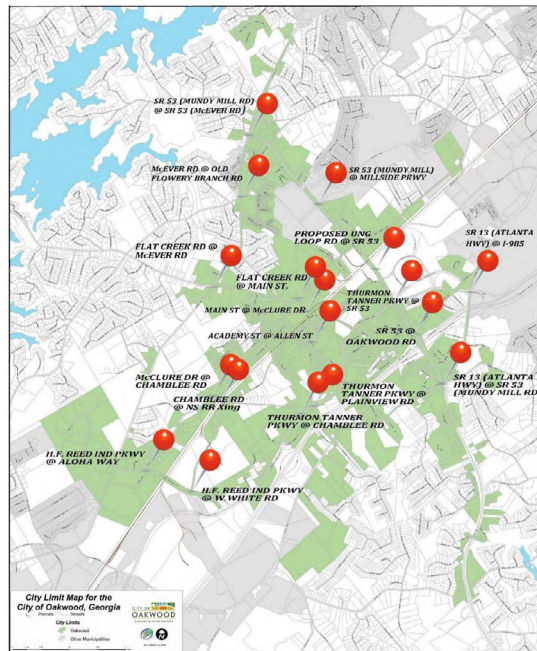
2018 City of Oakwood Traffic Improvement Study, GHMPO and City of Oakwood

Traffic congestion and safety issues were identified at 18 locations (see Map 3 below) on the City's roadway network, chosen with input from the City manager, City staff, stakeholders, and general public. Engineering evaluations and analyses were conducted to identify relevant improvement strategies. The following intersections had exceptionally high crash rates:

1. SR 13 (Atlanta Highway) & Thurmon Tanner Parkway/I-985 Southbound Ramps
2. SR 53 (Mundy Mill Road) & Thurmon Tanner Parkway
3. SR 13 (Atlanta Highway) & SR 53 (Mundy Mill Road)

Construction recommendations for intersection improvements were focused almost exclusively on motor vehicles. The study noted broken sidewalks, from large vehicles turning, at a number of intersections and recommended increased turning radii as well as guardrails. However, there was no mention of safety improvements for Vulnerable Road Users (VRU) such as pedestrians and bicyclists. Very large intersections like Sr 53 and Thurmon Tanner Parkway include right-turn slip lanes, complex geometry, and large crossing distances, but recommendations did not explicitly address pedestrian or cyclist safety.

Map 3. Safety Study Locations in City of Oakwood





MEMORANDUM

2021 SR 365/Jesse Jewell Parkway Traffic Impact Study, City of Gainesville and GHMPO

This study assessed 28 intersections on and near SR 36is in response to the FAST Act's direction to enhance integration and connectivity of the transportation system, across and between modes. The five intersections with the most crashes were:

1. *Jesse Jewell Parkway at Limestone Parkway¹*
2. *Jesse Jewell Parkway at Athens Highway*
3. Jesse Jewell Parkway at Downey Boulevard
4. Limestone Parkway at Cleveland Highway
5. *Cornelia Highway at Howard Road*

The proposed Compound Annual Growth Rate (CAGR) on Jesse Jewell Parkway segments are presented in Map 5 below. General issues in the corridor were identified in backed-up left-turn lanes, illegal U-turns, speeding, and cut-through large vehicle traffic on White Sulphur Rd. All northbound traffic must go through Gainesville, **channeling large commercial vehicles through Downtown Gainesville**. Concerns about freight traffic interactions around schools. Pedestrian and cyclist improvements were requested at Intersections #1, #2, #4, and #5 (see Map 4).

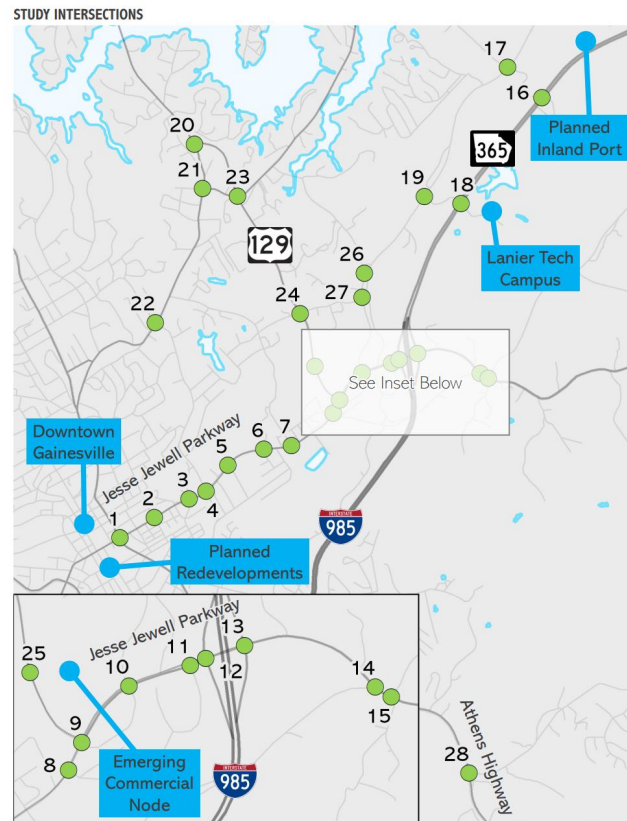
Unfortunately, few cyclist and pedestrian improvements were prescribed in the intersection action plan. Prioritization metrics did not include bicyclist and pedestrian access as a separate metric. Metrics were: safety, existing delay, delay reduction, number of vehicles served, stakeholder input, and community input. This is a missed opportunity to improve VRU safety in roadway improvement projects.

¹¹ Italicized intersections were also identified as priority intersections through public engagement.



MEMORANDUM

Map 4. City of Gainesville SR 365 Study Intersections

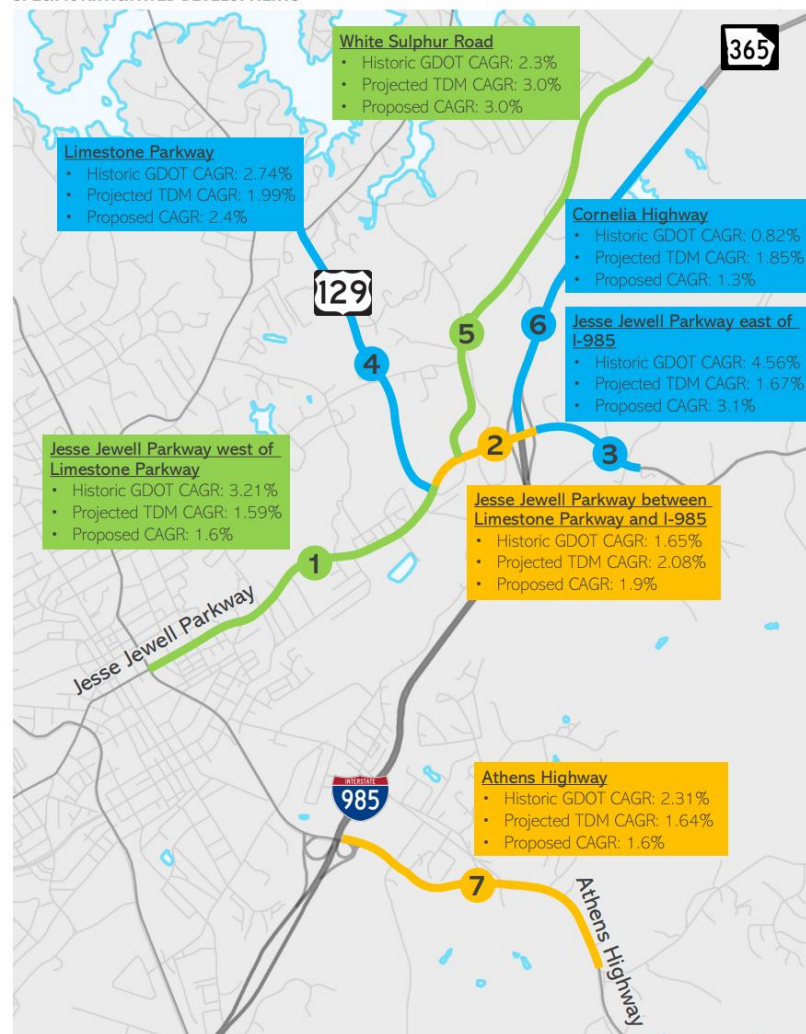




MEMORANDUM

Map 5. City of Gainesville SR 365 Anticipated Growth

SPECIFIC ANTICIPATED DEVELOPMENTS



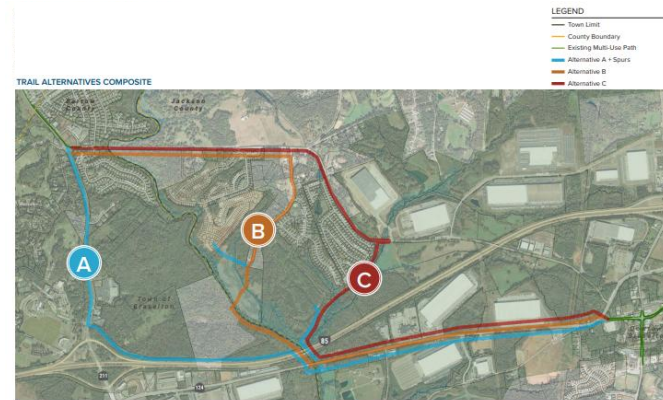


MEMORANDUM

2022 Braselton Trail Study, City of Gainesville and GHMPO

The purpose of this study is to conduct a small-scale, focused trail feasibility study to explore all possible connections for a multi-use path between the Life Path and Downtown Braselton. The Study recommends a route to connect Chateau Elan Golf Club, Winery & Resort to downtown Braselton, an identified priority for local tourism. Prioritization metrics were based on feasibility, cost, environmental impact mitigation, safety, and connectivity. Proposed routes can be seen below.

Map 6. Braselton Trail Route Alternatives



2019 Dawsonville Highway-McEver Road Connectivity Study, City of Gainesville and GHMPO

This Study developed and assessed potential traffic improvements along Dawson Highway corridor, including proposed concepts to connect Dawsonville Highway and McEver Road. Ultimately the study found that **none of the proposed alternatives were justified**. Instead, the study recommends permanent implementation of “Don’t Block the Box” program, implementation of inter-parcel access along both roadways, and cooperation with major private land owners to provide corridor-level improvements like new signals.

Key Findings and Takeaways

Existing plans and policies influence the day to day safety of roadway users in the Gainesville-Hall MPO area. Reviewing these documents provides important context for understanding the area’s current and future needs. Several studies, particularly those addressing specific corridors or infrastructure improvements, highlight the barriers to implementation that currently exist even when safety-focused policies and plans are already in place. Political will, community support, and a willingness to allocate funding for safety improvements must be developed alongside policies and plans.

The key findings from existing plans and policies is organized within four areas of focus: policy, design, programs, and projects. Within each, there are opportunities for improving safety for the benefit of the Gainesville-Hall MPO’s current and future residents.



MEMORANDUM

Policy

Current policy guidance demonstrates a strong foundation for safety, including a Complete Streets Policy for street design, a Street Lighting Policy for funding streetlight improvements. The Regional Transportation Plan not only has dedicated safety goals, but aims to increase multi-modal trips, and to coordinate its land use decisions with transportation.

Opportunities:

- Adoption of Complete Streets Policy by Hall County.
- Change speed zone implementation process to streamline process and encourage flexible, adaptive planning processes. Currently, the Hall County Commission must pass an ordinance to change speed limits.
- Street Lighting Policy lacks design guidance according to roadway context and intended user (pedestrian vs. driver).
- Street connectivity and multi-modal-friendly design are not in the County Code of Ordinances.

Design

Hall County's Complete Streets Policy includes a strategy for development of performance measures to track the progress of Complete Street element implementation. These performance measures can be incorporated into the Safety Action Plan.

Opportunities

- Potential before-and-after performance measures from the Complete Streets Policy are: Number of Crashes, Injuries and Fatalities for all Modes, Number of Countdown Signals, Miles of Bike Lanes, Percentage of Sidewalk Network Completed.

Programs

Hall County has transitioned to a system-wide microtransit service since 2021, which could reduce reliance on personal vehicles and decrease peak-time traffic volumes, thereby decreasing crashes. The MPO maintains and updates an annual record of crashes and crash profiles in Hall and Jackson Counties, enabling strong decision-making. Since 2018, Georgia drivers can be convicted for using a mobile device while driving after the State passed a law, Hands-Free Georgia Act (HB 673/AP).

Opportunities

- The Traffic Calming Device programs do not mention devices other than speed humps (City of Gainesville) or speed tables (Hall County). More detail and guidance can be offered.
 - Both agencies, especially Hall County, place a high burden of proof on the applicant. Hall County could consider emulating City of Gainesville's process, to encourage proactive reporting and involvement in the planning process.
- Funding for traffic calming devices is shared and can lead to gaps in programming. Clarify agency roles for traffic calming improvements.
- Safe Routes to School program could be implemented to organize strategies regarding freight traffic, student safety along high-volume roadways, and pick-up/drop-off safety and efficiency.



MEMORANDUM

Projects

The MPO has already identified key crash intersections and prioritized project lists in areas of interest, like around the Lanier Tech Campus. Some projects are already underway and more safety projects are programmed for the 2020-2025 time period.

Opportunities

- Proposed projects in City of Gainesville, City of Flowery Branch, and City of Oakwood do not include Vulnerable Road Users improvements in their proposed concepts. MPO and Cities should push for VRU improvements in all roadway projects.
- Encourage private property owners to provide inter-parcel connectivity.



Prioritization and Cost Estimates Methodology





Gresham Smith

MEMORANDUM

TO: Eric Scott – Alta

FROM: Erin Thoresen, Gresham Smith

CC: Alia Awwad, Jean Crowther – Alta
Zach Adriaenssens, Eric Lusher, Andrew Smith – Gresham Smith

DATE: December 12, 2024

SUBJECT: Hall County SS4A – Revised approach and methodology for Task 5.1 and 5.2

OVERVIEW

The following is a proposed approach and methodology for identifying draft project list, conducting a prioritization exercise, and preparing priority project cutsheets. It has been revised to reflect comments and discussion with Alta and Hall County during the December coordination meeting.

Task 5.1 Project Prioritization Process

- **Step 1:** Prepare draft prioritization framework and gather necessary data to perform prioritization.
 - Base on prior precedent from safety action plans and other safety studies around the region.
 - The proposed framework includes factors such as equity priority areas, overlap with HINs, fatal and serious injury crashes, risk factors, proximity to community facilities, project complexity and coordination needed, community and stakeholder input, road ownership.
 - *See proposed prioritization framework below.*
- **Step 2:** Identify the corridors and intersections where the needs are, based on:
 - Crash data – where there are the most severe crashes, KA crashes, and vulnerable user crashes (not limited to just HINs - focus on where the highest concentrations of severe crashes occurred)
 - Where people are most vulnerable (e.g., the equity priority areas)
 - Community input (from survey)
- **Step 3:** Prepare draft project list for review by Alta and Hall County
 - Reconcile against MTP, TIP, and maybe some of the other prior plans, based on input from the MPO. Potential plans to screen against include:
 - Ongoing MTP vs. [2020 MTP](#)
 - Current TIP

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- Bike/Ped Plan Update
- [Flowery Branch Downtown Parking and Mobility Study](#)
- [Braselton Trail Feasibility Study](#)
- [State Route 365/Jesse Jewel Parkway Traffic Impact Study](#)
- [Gainesville Trail Study](#)
- [Dawsonville Highway - McEver Road Connectivity Study](#)
- If desired by Hall County, Gresham Smith can incorporate projects from the TSPLOST list (even though it did not pass); where there is overlap with the priority corridors/intersections, we can incorporate/adapt TSPLOST projects into our draft project list.
- Use the Countermeasure Toolkit prepared by Alta to support project development, applying recommended countermeasures to corridors and intersections with crashes that match identified crash profiles.
- Alta and Hall County will provide feedback to Gresham Smith on the draft project list before we conduct the prioritization (anticipate 2-3 days for review).
- **Step 4: Conduct Prioritization**
 - Prepare a first draft of the project prioritization for review by Alta and Hall County ahead of the stakeholder committee meeting (anticipate 2-3 days for review).
 - One round of revisions prior to stakeholder committee meeting.
 - One round of revisions based on stakeholder committee feedback before preparing draft priority project cutsheets.
 - Identify top 10 corridor projects and top 10 intersection projects based on results of prioritizations and stakeholder and County feedback.

Task 5.2 Priority Project Cutsheets Process

- **Step 1:** Prepare draft template for 11x17" cutsheets based loosely on crash profiles and draft plan branding/graphics.
 - Cutsheets proposed to include information such as: written project description, high-level graphic, location map, cost estimate, equity information and ties to crash analysis or data (e.g., stats for that location).
- **Step 2:** Select five priority projects from prioritized list in consultation with Alta and Hall County.
- **Step 3:** Prepare draft priority project cut-sheets for review by Alta and Hall County.
 - One round of revisions based on feedback prior to community meeting.

Proposed Prioritization Framework

Individual projects in the Safety Action Plan project universe will be scored based on select criteria that are detailed in this memo. The resulting scores will be tallied for each item, which can be used to determine the priority (high, medium, or low) of each project. This section describes the scoring system for potential safety infrastructure projects in Hall County.

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A prioritization matrix will be developed to score each project based on criteria. Each project will be an individual row. Columns will be listed for each evaluation criterion.

Equity Priority Areas – Does the project fall within a historically disadvantaged Census tract as defined by Justice40?

- No – 0 points
- Yes – 5 points

Overlap With High-Injury Networks (HINs) – Does the project fall within any of the Hall County high-injury networks, including motorcycle, bicycle/pedestrian, all vehicle HINs, and/or High-Injury Intersection Network?

- Not within any HIN – 0 points
- 1 HIN – 2 points
- 2 HINs – 4 points
- 3 HINs – 5 points

Fatal and Serious Injury Crashes – Is the project the site of or in close proximity to an intersection or corridor where a fatal or serious injury crash occurred between 2019 and 2023?

- No – 0 points
- Yes, serious injury only – 2 points
- Yes, fatal only – 4 points
- Yes, both fatal and serious injury – 5 points

Crash Profiles – Does the project address any of the crash profiles identified by the consultant team? Points will be awarded to projects based on the number of profiles addressed.

- Does not address any crash profiles – 0 points
- Addresses 1-2 crash profiles – 1 points
- Addresses 3-4 crash profiles – 3 points
- Addresses 5 or more risk factors – 5 points

Proximity to Community Facilities – Is the project in close proximity to community facilities which generate vehicular and/or pedestrian traffic, such as parks, schools, City facilities, courthouses, or commercial and mixed-use land uses?

- Not within 1 mile of a traffic or pedestrian generator – 0 points
- Within 1 mile of a traffic or pedestrian generator – 1 points
- Within ½ mile of a traffic or pedestrian generator – 3 points
- Within ¼ mile of a traffic or pedestrian generator – 5 points

Project Complexity and Coordination Needed – What level of complexity and coordination with other agencies does this project require for implementation? This includes coordination with Cities

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in Hall County, adjacent Counties, and GDOT, as well as consideration of needs for right-of-way acquisition, railroad coordination, utility coordination/relocation, and constructability.

- High level of coordination/complexity – 1 points
- Medium level of coordination/complexity – 3 points
- Low level of coordination/complexity – 5 points

Community and Stakeholder Input – Was this project mentioned as a need through a Hall County resident or a member of the stakeholder committee? Also consider whether this project is derived from a previous plan or study

- Not mentioned by the public or stakeholders – 1 point
- Mentioned by the public or stakeholders – 3 points
- Mentioned multiple times by the public or stakeholders OR included in a previous plan or study – 5 points

The projects in the matrix will be ranked from highest to lowest raw score. It was agreed by the project team that no weighting is needed; the total scores will be used to assign each project into tiers representing different priorities for implementation.

Gresham Smith



Gresham Smith

TECHNICAL MEMORANDUM

TO: Eric Scott – Alta
FROM: Zach Adriaenssens, AICP – Gresham Smith
CC: Alia Awwad, Jean Crowther, Stephanie Garcia – Alta
Erin Thoresen, AICP; Andrew Smith, AICP, RSP₁ – Gresham Smith
DATE: Revised - February 7, 2025
SUBJECT: Hall County SS4A – Final Project Recommendations & Cutsheets

INTRODUCTION

The Gresham Smith planning team received final approval on the previously submitted Recommendations Approach Memorandum on December 14, 2024. The memo defined the process that would be used to score and rank the project recommendations put forward as part of the Hall County Safe Streets for All (SS4A) planning document. The following memorandum details and summarizes the five projects that were selected for additional study/cutsheets, as well as documenting the feedback received that helped inform the selection of the final project list.

METHODOLOGY REVIEW

Hall County's SS4A Plan used a scoring system to prioritize and rank a total of fifty-four (54) potential safety projects that were identified as part of the plan development process. Each of the fifty-four (54) projects were evaluated according to these previously established criteria:

- Overlaps with an Equity Emphasis Area
- Overlaps with one of the four High Injury Networks (HINs)
- Proximity to fatal or serious injury crashes
- Addresses concerns within identified crash profiles
- Proximity to key community facilities
- Project complexity/required coordination
- Level of public/stakeholder support

With consultation from the Gainesville-Hall Metropolitan Planning Organization (GHMPO) project manager and wider project team, each criterion was assigned a certain number of points. The points associated with the defined criteria were then summed for each project to generate a raw

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score that reflected its overall priority – with higher scores indicating a higher priority for implementation.

Projects were then listed in a prioritization matrix, ranked by their total scores without additional weighting. This aggregated score was only one aspect of the ranking process. The draft list of scored and prioritized projects was also presented to the project’s stakeholder committee for feedback, which further helped inform the final prioritization of projects for the plan. Each step of the process included GHMPO consultation and coordination. This process has helped ensure that resources and efforts are directed where they can have the greatest impact on improving safety across Hall County.

PRIORITY PROJECTS

After assessing each of the 54 projects to see which would have the greatest impact on transportation safety within Hall County, five priority projects floated to the top. A map of all five priority projects can be found in **Appendix I: Proposed Project Locations**. Detailed descriptions of each project can be found below, along with a more in-depth look at the vehicle crashes found along each corridor (with particular attention placed on how the proposed priority projects would address existing crash trends).

SFTY-03: Queen City Parkway Corridor Improvements

Queen City Parkway is an approximately 2.37-mile corridor connecting Jesse Jewell Parkway to Old Candler Road, just east of Lee Gilmer Memorial Airport, in Hall County. The corridor’s existing typical section consists of two lanes in each direction, with a dual direction turn lane in the northern portions of the corridor, and a grassed median on the southern portions of the corridor. Using the Georgia Department of Transportation’s (GDOT’s) Traffic Analysis and Data Application (TADA), **Table 1: Queen City Parkway Traffic Volumes** provides a summary of average annual daily traffic (AADT) counts from three locations along the corridor. Traffic volumes continue to trend upward throughout the corridor, with a range in AADT value between 18,800 and 29,000 vehicles in 2023.

Table 1: Queen City Parkway Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0312	Pine Street Park	18,300	18,700	18,800
139-0309	Aviation Boulevard	25,200	26,500	26,700
139-0307	Palmour Drive	27,900	28,500	29,000

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Queen City Parkway has existing traffic signals at its intersections with: Old Candler Road; the I-985 Northbound on/off ramps; the I-985 Southbound on/off ramps; W Ridge Road; Aviation Boulevard; Industrial Boulevard; Pearl Nix Parkway; and Jesse Jewell Parkway. Existing speed limits in the corridor vary from 35 miles per hour (mph) to 45mph.

Queen City Parkway Corridor Crashes & Potential Countermeasures

Below, **Table 2: Queen City Parkway Corridor Crash Severities** provides a summary of all crashes occurring along the Queen City Parkway corridor from 2018 to 2022. During that time, 1,356 vehicle crashes occurred along the corridor, with eighty-eight (88) of those resulting in minor, serious or fatal injuries. In addition, the number of serious and fatal injury crashes appears to be trending upwards, from two crashes in 2018 to six in 2022.

Table 2: Queen City Parkway Corridor Crash Severities

Year	KABCO Scale					Unknown	Total Crashes
	Fatal	Injury			PDO		
	K	A	B	C	O		
2018	0	2	15	49	222	0	288
2019	0	1	11	46	218	1	277
2020	1	4	6	40	181	0	232
2021	1	4	22	56	194	2	279
2022	0	6	15	40	219	0	280
Total	2	17	69	231	1,034	3	1,356

It is important to take note of circumstances around the two fatal injury crashes along the corridor, so as to help identify any trends in lethality that could be disrupted via effective countermeasures moving forward. Both fatal injury crashes (Collision IDs: 7593041 and 8286736) involved vehicles being struck while completing left-turning movements at signal-controlled intersections (W Ridge Road and I-985 Northbound On/Off Ramp). Safety countermeasures proposed for Queen City Parkway should particularly address left-angle crashes at signalized intersections.

For those 88 crashes that resulted in minor, serious or fatal injuries, **Table 3: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Queen City Parkway)** summarizes the types of crash associated with those collisions. From 2018 to 2022, angle crashes were the manner of collision most likely to result in minor, serious or fatal injury along Queen City Parkway.

Therefore, proposed improvements seeking to address injury crashes in the area would ideally seek to eliminate the potential for such collisions to occur. A number of proven safety countermeasures have been shown to effectively minimize the potential for head-on and angle crashes. Examples of such countermeasures include installing roundabouts; implementing restricted crossing U-turns (RCUTs); implementing median U-turns (MUTs); utilizing flashing

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yellow arrow (FYA) turn signals for left turns; and managing corridor access with non-traversable medians.

Table 3: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Queen City Parkway)

Year	Manner of Collision					Total Crashes
	Angle	Head On	Rear End	Sideswipe	Not a Collision with a Motor Vehicle	
2018	9	1	4	1	2	17
2019	5	0	5	0	2	12
2020	7	0	3	0	1	11
2021	14	1	6	1	5	27
2022	11	2	6	0	2	21
Total	46	4	24	2	12	88

Final Project Description:

This project would calm traffic speeds along Queen City Parkway from Jesse Jewell Parkway to Candler Road. This segment of Queen City Parkway lies within an Equity Emphasis Area and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. Of the 21 fatal and serious injury crashes occurring in the corridor from 2018 to 2022, 71.43% (15) were intersection-related, 47.62% (10) were left-angle crashes, and 38.10% (8) occurred in unlit areas during non-daylight hours. This project would assess the Queen City Parkway corridor for traffic-calming and speed reduction measures, including evaluating the possibility of decreasing the posted corridor speed-limit to 35 mph throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Boulevard and West Ridge Road.¹

PED-03: Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula

Main Street, in downtown Lula, Georgia, is an approximately 2.12-mile corridor from Miller Drive to Lewallen Circle, in the northeastern corner of Hall County. The corridor's existing typical section consists of one lane in each direction, with limited pedestrian facilities throughout. Existing right-of-way along the corridor is hemmed in on the east by an existing active railroad line. There are also a number of businesses that maintain angled on-street parking along the corridor. The corridor does not contain any active traffic signals (though the intersection of Main Street and

¹ The [USLIMITS2](#) application – an effective and important tool to aid practitioners in determining appropriate corridor speed limit recommendations for all road users – is one method that could be utilized to determine if such a reduction is feasible.

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Athens Street is stop-controlled). Posted speed limits are 35 mph within Lula's central business district and 45 mph at the eastern and western termini of the corridor.

A full summary of AADT values from traffic monitoring stations along the corridor using GDOT's TADA application is provided below in **Table 4: Main Street (Lula) Traffic Volumes**. Traffic volumes continue to trend upward throughout the corridor, with a range in AADT value between 2,240 and 4,150 vehicles in 2023. Traffic volumes tend to decline the farther north along the corridor they are measured (with the highest AADT volume measured in the corridor coming from just south of the Main Street/Athens Street intersection).

Table 4: Main Street (Lula) Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0771	South of Athens Street	4,060	4,100	4,150
139-7393	North of Athens Street	2,780	3,100	3,140
139-0458	South of 8 th Street	1,960	2,210	2,240

Main Street (Lula) Corridor Crashes & Potential Countermeasures

Below, **Table 5: Main Street (Lula) Corridor Crash Severities** provides a summary of all crashes occurring along the Main Street corridor from 2018 to 2022. During that time, 54 vehicle crashes occurred along the corridor, with six (6) of those resulting in minor, serious or fatal injuries.

Table 5: Main Street (Lula) Corridor Crash Severities

Year	KABCO Scale					Total Crashes	
	Fatal	Injury			PDO		Unknown
	K	A	B	C	O		
2018	0	0	0	1	9	0	10
2019	0	0	0	2	7	0	9
2020	1	0	2	1	9	0	13
2021	0	0	1	1	11	0	13
2022	0	2	0	1	6	0	9
Total	1	2	3	6	42	0	54

For the six crashes that resulted in minor, serious or fatal injuries, two (33.3%) involved a cyclist or a pedestrian, and five (83.3%) were intersection-related. And while 29.6% (16) of the 54 total corridor crashes occurred during non-daylight conditions, a larger share of crashes resulting in minor, serious or fatal injury crashes (40%) occurred during non-daylight conditions – suggesting that crashes that occurred in non-daylight conditions were more likely to result in minor, serious or fatal injuries. Finally, the single fatal injury crash along the corridor (Collision ID 7586707) occurred in unlit conditions on the night of January 22, 2020 – when a northbound pedestrian

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walking around a car parked on the side of Main Street that does not have sidewalks was struck by a passing northbound driver.

With the data and details regarding the corridor's fatal, serious and minor injury crashes providing such important context, it's clear that any proposed improvements along Main Street should prioritize protecting vulnerable road users, calming intersections, and improving lighting conditions for both vehicles and pedestrians.

A number of proven safety countermeasures have been shown to effectively improve safety conditions for vulnerable road users (cyclists, pedestrians, motorcyclists, etc.). Examples of such countermeasures include: installing walkways/sidewalks; installing crosswalk visibility enhancements; installing protected bicycle lanes; road diets/roadway reconfigurations; corridor lighting; and corridor access management.

Final Project Description:

The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main Street from Lewallen Circle to Miller Drive in downtown Lula, Georgia. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards; constructing ADA-compliant intersection improvements where none currently exist; restriping existing crosswalks; installing audible traffic signals and signs at two major intersections (Main Street/Athens Street and Main Street/8th Street); filling all existing sidewalk gaps; widening sidewalks to follow GDOT standards where not currently present; installing enhanced landscaping and hardscaping; and installing pedestrian- and roadway-level lighting.

SFTY-02: Limestone Parkway Corridor Safety Improvements

Limestone Parkway is an approximately 2.10-mile corridor connecting Jesse Jewell Parkway to Cleveland Highway/State Route (SR) 11, near the northeastern city limits of Gainesville, in Hall County, Georgia. The corridor's existing typical section consists of two lanes in each direction, with dedicated turn lanes at all signalized intersections. Limestone Parkway has existing traffic signals at its intersections with: Cleveland Highway/SR 11; Clarks Bridge Road; Beverly Road; Road A; and Jesse Jewell Parkway. Existing speed limits in the corridor are 45 mph throughout.

A full summary of AADT values from traffic monitoring station's along the corridor using GDOT's TADA application is provided below in **Table 6: Limestone Parkway Traffic Volumes**. Traffic volumes continue to trend upward at the corridor's northern and southern termini, but are largely static in the center of the corridor (near Lakeview Academy). The corridor shows significant volume variation, as AADT values in 2023 range from 9,520 to 20,900 vehicles. Traffic volume measurements in the corridor were noticeably higher south of Clarks Bridge Road.

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Table 6: Limestone Parkway Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0767	Clarks Bridge Road	9,250	9,460	9,520
139-0765	Windward Lane	17,400	17,200	17,400
139-0763	Huntington Drive	20,300	20,800	20,900

Limestone Parkway Corridor Crashes & Potential Countermeasures

Below, **Table 7: Limestone Parkway Corridor Crash Severities** provides a summary of all crashes occurring along the Limestone Parkway corridor from 2018 to 2022. During that time, 652 vehicle crashes occurred along the corridor, with forty-five (45) of those resulting in minor, serious or fatal injuries.

Table 7: Limestone Parkway Corridor Crash Severities

Year	KABCO Scale					Unknown	Total Crashes
	Fatal	Injury			PDO		
	K	A	B	C	O		
2018	1	2	5	16	134	0	158
2019	2	1	5	20	113	0	141
2020	0	2	7	10	85	0	104
2021	1	0	9	21	89	0	120
2022	1	1	8	17	102	0	129
Total	5	6	34	84	523	0	652

With five fatal injury crashes in five years, very few corridors in Hall County are able to match Limestone Parkway's mortality rate. Below, **Table 8: Limestone Parkway Fatal Injury Crash Summary** provides more insight into each deadly crash, to help better identify methods of preventing such trends in lethality from continuing.

For those 45 crashes that resulted in minor, serious or fatal injuries, **Table 9: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Limestone Parkway)** summarizes the types of crash associated with those collisions. From 2018 to 2022, angle crashes were the manner of collision most likely to result in minor, serious or fatal injury along Limestone Parkway.

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Table 8: Limestone Parkway Fatal Injury Crash Summary

Collision ID	Date	Location	Summary
8180494	8.16.21	Clarks Bridge Road	A driver suffered a heart attack that caused him to lose control of his vehicle. They succumbed to their injuries three days later.
7439083	11.14.19	Lighthouse Manor Drive	A vehicle driver struck and killed a pedestrian attempting to cross the street at Lighthouse Manor. It was night, and the area is unlit.
8735892	10.5.22	Beverly Road	A northbound driver on Limestone Parkway turning left onto Beverly Road struck and killed a southbound motorcyclist.
7257719	6.21.19	Road A	A northbound driver entered on-coming traffic and struck a southbound vehicle at the Road A intersection, fatally injuring the southbound driver.
6771896	6.28.18	Jesse Jewell Parkway	Travelling southbound, a driver lost control of their vehicle and struck "a concrete pole sign support", fatally injuring themselves in the process.

Table 9: Manner of Collision for Fatal, Serious and Minor Injury Crashes (Limestone Parkway)

Year	Manner of Collision					Total Crashes
	Angle	Head On	Rear End	Sideswipe	Not a Collision with a Motor Vehicle	
2018	5	1	0	1	1	8
2019	2	1	2	0	3	8
2020	6	1	2	0	0	9
2021	6	0	2	0	2	10
2022	9	1	0	0	0	10
Total	28	4	6	1	6	45

Data strongly suggests that proposed improvements seeking to address injury crashes along the corridor should try to eliminate the potential for angle crashes to occur. A number of proven safety countermeasures have been shown to effectively minimize the potential for angle crashes. Examples of such countermeasures include: installing roundabouts; implementing restricted crossing U-turns (RCUTs); implementing median U-turns (MUTs); utilizing flashing yellow arrow (FYA) turn signals for left turns; and managing corridor access with non-traversable medians.

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Final Project Description:

The project proposes to calm traffic speeds along Limestone Parkway from Cleveland Highway to Jesse Jewell Parkway. This corridor lies within an Equity Emphasis Area, and was the site of forty-five (45) minor, serious and fatal injury crashes from 2018 to 2022. Of those 45 crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including evaluating the possibility of reducing corridor speed limits to 35 mph and flashing yellow arrow (FYA) signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.

PED-02: Phil Niekro Boulevard/Spout Springs Road Corridor & Pedestrian Safety Improvements

The proposed project would seek to improve safety along a roughly 1.07-mile roadway corridor from Atlanta Highway to Hog Mountain Road, in Flowery Branch, Georgia. The corridor is bisected by I-985. The portion of the corridor west of the I-985 southbound on/off ramp intersection is known as Phil Niekro Boulevard, and it has an existing typical section consisting of a single lane in each direction with limited pedestrian facilities. The portion of the corridor east of the I-985 southbound on/off ramp intersection is known as Spout Springs Road, and it has an existing typical section consisting of two lanes in each direction, with dedicated turn lanes at signalized intersections and ADA-compliant pedestrian improvements throughout.

There are existing traffic signals where Phil Niekro Boulevard/Spout Springs Road intersects: Atlanta Highway; Thurmon Tanner Parkway/Crest Village Circle; the I-985 southbound on/off ramps; the I-985 northbound on/off ramps; the Stonebridge Village Shopping Center entrance; and Hog Mountain Road. Posted speed limits are 45 mph along Phil Niekro Boulevard, and 35 mph along Spout Springs Road. The western terminus of the corridor has constrained right-of-way due to a nearby active railroad line; while the eastern terminus of the corridor ties into a previously completed widening of the Spout Springs Road corridor (GDOT PI No. 0009679).

A full summary of AADT values from traffic monitoring stations along the corridor using GDOT's TADA application is provided below in **Table 10: Phil Niekro Boulevard Traffic Volumes**. While there is only one monitoring station along the corridor, traffic volumes have declined notably over the three most recently measured years (2021-2023). This is despite notable residential, commercial and industrial development in the area.

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Table 10: Phil Niekro Boulevard Traffic Volumes

Station ID	Location	AADT		
		2021	2022	2023
139-0445	Crest Village Circle	10,600	10,900	9,930

Phil Niekro Boulevard/Spout Springs Road Corridor Crashes & Potential Countermeasures

Below, **Table 11: Phil Niekro Boulevard/Spout Springs Road Corridor Crash Severities** provides a summary of all crashes occurring along the Phil Niekro Boulevard/Spout Springs Road corridor from 2018 to 2022. During that time, 475 vehicle crashes occurred along the corridor, with twenty-eight (28) of those resulting in minor, serious or fatal injuries.

Table 11: Phil Niekro Boulevard/Spout Springs Road Corridor Crash Severities

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	0	1	1	19	71	0	92
2019	1	2	6	14	82	0	105
2020	0	1	5	14	52	0	72
2021	0	1	2	13	77	0	93
2022	0	1	7	12	93	0	113
Total	1	6	21	72	375	0	475

Crashes along Phil Niekro Boulevard represent a range of severities and typologies. It is important to note that the one fatal crash (Collision ID: 7723935) occurred on August 7, 2019 and involved traffic backing up onto the active railroad line near the intersection of Atlanta Highway. A train struck a passenger vehicle that became stuck between the lowered railroad crossing arms, resulting in one fatal injury (the driver of the vehicle). For all 28 crashes that resulted in minor, serious or fatal injuries, a total of 20 (71.43%) were officially “intersection-related” per Numetric’s AASHTOWare Safety – Crash Query application² (though all 28 occurred within 150 feet of an intersection).

A full breakdown of fatal, serious and minor injury crashes according to their proximity to which intersection can be found in **Table 12: Intersection Crashes with Injuries on Phil Niekro Boulevard**.

² [Numetric’s AASHTOWare Safety – Crash Query](#) application is an online dashboard program that catalogs and maps police reports of vehicle crash incidents from across the state of Georgia; the partially redacted reports can often provide important details on what may have caused fatal, severe and minor injury crashes

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Table 12: Intersection Crashes with Injuries on Phil Niekro Boulevard

Year	Phil Niekro Blvd/Spout Spring Rd Intersection with:					Total Crashes
	Atlanta Highway	I-985 NB/SB	Hog Mountain Road	Porter Road	Holland Dam Road	
2018	1	1	0	0	0	2
2019	4	3	1	1	0	9
2020	3	0	2	1	0	6
2021	0	1	1	0	1	3
2022	1	2	3	2	0	8
Total	9	7	7	4	1	28

Proposed improvements seeking to address injury crashes in the area would ideally address crashes at intersections. A number of proven safety countermeasures have been shown to effectively mitigate safety concerns at intersections. Examples of such countermeasures include corridor access management plans; roadway intersection lighting; roadway corridor lighting; reducing speed limits; and roundabouts.

Final Project Description:

This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Highway to Hog Mountain Road. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Boulevard for traffic-calming measures, including evaluating the possibility of reducing corridor speed limits to 35 mph, while the Spout Springs Road portion of the corridor would be assessed for potential access management improvements. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Boulevard to a four-lane typical section throughout and assess the viability of roundabouts³ at the existing intersections with the I-985 on/off ramps.

R-03: E.E. Butler Parkway at MLK Jr. Boulevard Roundabout

The existing E.E. Butler Parkway at Martin Luther King (MLK) Jr. intersection is located on the southeast edge of downtown Gainesville, Georgia. The intersection skew and geography are complicated by a third intersecting roadway (Athens Street), and a bridge over an active railroad

³ Since the existing intersections are either on a state route or on the national highway system (due to the intersections with the I-985 on/off ramps), GDOT policy would require an Intersection Control Evaluation (ICE) analysis. ICE analyses examine multiple alternative intersection configurations to determine the safety and most cost-effective option for all road users.

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line under E.E. Butler Parkway to the southeast. The existing typical section of E.E. Butler Parkway consists of two lanes in each direction, with dedicated northbound left and right turn lanes, and a dedicated southbound left turn lane. The existing typical section of MLK Jr. Boulevard is one lane in each direction with dedicated left turn lanes both eastbound and westbound. Athens Street has an existing typical section of one lane in each direction but has dedicated left and right turn lanes at its endpoint with MLK Jr. Boulevard. The existing intersections are signalized.

A full summary of AADT values from traffic monitoring stations around the intersection using GDOT's TADA application is provided below in **Table 13: E.E. Butler Parkway at MLK Jr. Boulevard Traffic Volumes**. Traffic trends around the intersection are notable in that they are shown to be declining along four of the five legs of the proposed roundabout: 1) E.E. Butler Parkway north of the intersection; 2) MLK Jr. Boulevard east of the intersection; 3) MLK Jr. Boulevard west of the intersection; and 4) Athens Street.

Table 13: E.E. Butler Parkway at MLK Jr. Boulevard Traffic Volumes

Station ID	Roadway	Location	AADT		
			2021	2022	2023
139-0125	E.E. Butler Parkway	North of Intersection	29,300	30,000	29,100
139-0123		South of Intersection	33,100	35,900	36,100
139-0101	MLK Jr. Boulevard	East of Intersection	12,800	10,500	10,500
139-0596		West of Intersection	5,090	4,790	4,830
139-0683	Athens Street	Patterson Drive Intersection	9,330	9,430	8,770

E.E. Butler Parkway at MLK Jr. Boulevard Crashes & Potential Countermeasures

Below, **Table 14: E.E. Butler Parkway at MLK Jr Boulevard Crash Severities** provides a summary of all crashes occurring along the Queen City Parkway corridor from 2018 to 2022. During that time, 217 vehicle crashes occurred at this intersection, with eight (8) of those resulting in minor, serious or fatal injuries.

Table 14: E.E. Butler Parkway at MLK Jr. Boulevard Crash Severities

Year	KABCO Scale						Total Crashes
	Fatal	Injury			PDO	Unknown	
	K	A	B	C	O		
2018	0	0	2	7	43	0	52
2019	0	1	3	5	34	0	43
2020	0	1	0	7	34	0	42
2021	0	1	0	5	32	0	38
2022	0	0	0	8	34	0	42
Total	0	3	5	32	177	0	217

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Of the eight serious and minor injury crashes occurring in the corridor from 2018 to 2022, seven (87.50%) were curve-related, seven (87.50%) involved “following too closely”, and two (25.00%) involved motorcycles. All of the serious injury crashes at the intersection involved turning left onto MLK Jr. Boulevard from westbound E.E. Butler Parkway. The challenging topography of the intersection (westbound E.E. Butler Parkway is traveling downhill into the intersection at an angle) means advanced signal warnings could be beneficial.

With those vehicle crash statistics in mind, any proposed projects seeking to improve transportation safety at the E.E. Butler Parkway/MLK Jr. Boulevard intersection should seek to address curve issues, as well as protections for vulnerable road users. A number of proven safety countermeasures have been shown to effective in these areas. Such countermeasures include roadside design improvements at curves; installation of roundabouts; dedicated left-and right-turn lanes; road diets; improved lighting; and medians and pedestrian refuge islands.

Final Project Description:

This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Parkway at Martin Luther King (MLK) Jr. Boulevard and Athens Street. The intersection lies within a previously identified Equity Emphasis Area and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the eight serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved “following too closely”, and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Parkway.

COST ESTIMATION METHODOLOGY

To assist the GHMPO in planning and budgeting for advancement and implementation of SS4A Action Plan recommendations, the Gresham Smith project team prepared planning-level cost estimates for each of the five priority projects detailed in the cutsheets.

Planning-level cost estimates were developed using recent pay items, applicable costs from recently approved cost estimates for other projects, research on project precedence, and engineering judgment. They are based on the estimated cost of project construction – reflecting major project elements such as pavement, graded aggregate base (GAB), medians or islands, curb and gutter, traffic and pedestrian signals, lighting, walls, drainage structures, signing and marking, erosion control, and traffic control, where appropriate, among other factors as needed based on project descriptions.

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Estimates for anticipated project phases were calculated based on agreed-upon percentages of the estimated construction cost, as follows:

- Preliminary Engineering (PE): 20%
- Right-of-Way (ROW): 15% (with the exception of Projects R-03 and PED-02, which applied 20%)
- Utilities (UTL): 15% (with the exception of Projects R-03 and PED-02, which applied 20%)
- Construction Inspection (CEI): 10%

An additional 20% was added to the sum of the total cost for all phases for contingency purposes – this amount is the low-end cost estimate for each project:

$$\text{Low-End Estimate} = (\text{CST} + \text{PE} + \text{ROW} + \text{UTL} + \text{CEI}) \times 1.2$$

High-end cost estimates applied another 20% of contingency on top of the low-end cost estimates:

$$\text{High-End Estimate} = ([\text{CST} + \text{PE} + \text{ROW} + \text{UTL} + \text{CEI}] \times 1.2) \times 1.2$$

Or, in other words, High-End Estimate = Low-End Estimate x 1.2

Finally, the mid-range cost estimate is the average of the low-end and high-end cost estimates:

$$\text{Mid-Range Estimate} = \text{Average of Low-End Est} + \text{High-End Est}$$

Cost estimates are shown in current-year (2025) dollars and are subject to change over time, due to factors such as the cost of labor, materials, and inflation. It is anticipated that as each project is advanced into the next phases of implementation – through concept, preliminary engineering, final design – more details about the projects will be revealed, enabling more precise and informed cost estimates. The total cost estimate for each newly recommended project was rounded up to the nearest \$1,000.

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Project List



Project ID	Project Name	Project Description	Potential Partners	Who has jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects
SFTY-03	Queen City Parkway Corridor Improvements	This project would calm traffic speeds along Queen City Pkwy from Jesse Jewell Pkwy to Candler Rd. This segment of Queen City Pkwy lies within an Equity Emphasis Area, and was the site of twenty-one (21) serious and fatal injury crashes between 2018 and 2022. This project would assess the Queen City Pkwy corridor for traffic-calming and speed reduction measures, including decreasing the posted corridor speed-limit to 35 miles per hour (mph) throughout, installation of roadway lighting, and the potential implementation of median U-turn (MUT) intersections at Industrial Blvd and West Ridge Rd. The proposed project would also include filling sidewalks gaps where present.	GDOT	GDOT	Gainesville Unincorporated Hall Co.	No	Jesse Jewell Parkway	Candler Road	Short-Term	31	1st
PED-03	Main Street Pedestrian Lighting and Safety Improvements in Downtown Lula	The proposed project seeks to improve vulnerable road user (VRU) safety and traffic operations along approximately two miles of Main St from Lewallen Cir to Miller Dr in downtown Lula. Specific proposed corridor improvements would include reconstructing existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards, constructing ADA-compliant intersection improvements where none currently exist, restriping existing crosswalks, installing audible traffic signals and signs at two major intersections (Main St/Athens St and Main St/8th St), filling all existing sidewalk gaps, widening sidewalks to a minimum of 5.5 feet where not currently present, installing enhanced landscaping and hardscaping, and installing pedestrian- and roadway-level lighting.	GDOT	GDOT	Lula	Yes	Miller Dr	Lewallen Circle	Short-Term	30	2nd
SFTY-02	Limestone Parkway Corridor Safety Improvements	The project would calm traffic speeds along Limestone Pkwy from Cleveland Hwy to Jesse Jewell Pkwy. This corridor lies within an Equity Emphasis Area, and was the site of eleven (11) serious and fatal injury crashes from 2018 to 2022. Of the corridor's 11 fatal and serious injury crashes, 81.81% (9) involved older (65+) or younger (<19) drivers, 63.63% (7) were intersection-related, and 27.27% (3) involved pedestrians/cyclists. The project would assess the corridor for traffic-calming and speed reduction measures, including implementation of lower posted speed limits (35 mph) and flashing yellow arrow signals; as well as the installation of intersection lighting improvements, signalized and marked crosswalks at signalized intersections where not currently present, crosswalk visibility enhancements and a multi-use path on the western side of the roadway.	GDOT USDOT	Varies	Gainesville Unincorporated Hall Co.	Yes	Cleveland Hwy	Jesse Jewell Parkway	Short-Term	29	3rd
SFTY-12	SR 365 Vehicle Approaching Notification Systems	Add flashing vehicle approaching signs at unsignalized intersections including White Sulphur Rd at Cagle Rd, Howard Rd at While Sulphur Rd where approaching vehicles cannot be seen from stop bars. Signs are to alleviate sight distance issues and allow for safer turning decisions by drivers. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	26	4th
SFTY-13	SR 365 Signal Notifications	Design and install flashing signal approaching signs on SR 365 at Ramsey Rd, between Athens St and SR 52, and approaching Cagle Rd. These signs help notify drivers of an upcoming signal that cannot be seen due to grade changes along SR 365. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	26	5th
SFTY-14	SR 365 Lighting Improvements	Assess whether the AASHTO lighting warrant is met and if so, follow the GDOT Lighting Design Process to install lighting along SR 365. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	26	6th
PED-08	Main Street Pedestrian Corridor in Downtown Gainesville	Design and construct sidewalks and pedestrian improvements at key intersections along Main St in downtown Gainesville, from Academy Street NW to the Amtrak rail station at Industrial Blvd. This would also provide greater multimodal access to the existing Rock Creek Greenway near the intersection with Academy St and Rock Creek Veterans Park. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Academy Street NW	Industrial Blvd	Medium-Term	24	7th

Project ID	Project Name	Project Description	Potential Partners	Who has Jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects.
PED-02	Phil Niekro Boulevard/Spout Springs Road Corridor Pedestrian Safety Improvements	This project would calm traffic speeds on Phil Niekro Blvd from Atlanta Hwy to Hog Mountain Rd. This corridor was the site of twenty-eight (28) minor, serious and fatal injury crashes from 2018 to 2022. Of the 28, 71.43% (20) were intersection-related, 57.14% (16) were angle crashes, and 32.14% (9) occurred at night. This project would assess Phil Niekro Blvd for traffic-calming measures, including decreasing corridor speed limits to 35 mph. The project would also install corridor and intersection lighting, as well as sidewalks on both sides of the roadway. The project would widen Phil Niekro Blvd to a four-lane typical section, and potentially install roundabouts at the existing intersections with the I-985 on/off ramps.	Braselton Flowery Branch	Hall County	Braselton Flowery Branch Unincorporated Hall Co.	Yes	Atlanta Highway	Hog Mountain Road	Short-Term	22	8th
SFTY-05	Queen City Parkway Sidewalk Installation	Design and install sidewalks on both sides of Queen City Pkwy, from their existing terminus at Industrial Blvd, to the terminus of Queen City Pkwy at Candler Rd. The existing typical section of Queen City Pkwy is a 4-lane divided roadway with limited pedestrian infrastructure at existing intersections. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	Industrial Blvd	Candler Road	Medium-Term	22	9th
SFTY-11	Old Cornelia Hwy Corridor Safety Improvements	Design and construct improvements in downtown Gainesville along Old Cornelia Hwy from Jesse Jewell Pkwy and continue to Cemetery Rd in downtown Lula. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (if feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville Lula	Hall County	Gainesville Lula Unincorporated Hall Co.	Yes	Jesse Jewell Parkway	Cemetery Road	Medium-Term	22	10th
SFTY-15	SR 365 Incident Area/Crash Investigation Site Installations	Design and construct pull-off areas along SR 365 to allow emergency responders and motorists to move incidents away from through-lanes. These can also be used for crash investigations along SR 365 without requiring lane closures. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Lula Unincorporated Hall Co.	No	YMCA Dr	Hall Co. Line	Medium-Term	22	11th
SFTY-17	Candler Road Corridor Safety Improvements	Design and construct safety improvements on Candler Rd, beginning at I-985 and continuing to the Hall County Line. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (if feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	I-985	Hall Co. Line	Medium-Term	22	12th
SFTY-07	E.E. Butler Parkway Sidewalk Installation	Design and install sidewalks on both sides of E.E. Butler Pkwy, from their existing terminus at High Street SE, to the terminus of E.E. Butler Pkwy at I-985. The existing typical section of E.E. Butler Pkwy is a 4-lane divided roadway with limited pedestrian infrastructure at existing intersections. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT USDOT	Varies	Gainesville	Yes	High Street SE	I-985	Medium-Term	21	13th
CYC-01	Washington Street Cycling Improvements	Design and construct cycling improvements along Washington St in downtown Gainesville - from Prior St NE to John Morrow Pkwy. Proposed improvements could include a cycle track, semi-protected bike lanes, sharrows, or other cycling related improvements. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Prior Street NE	John Morrow Parkway	Long-Term	18	14th

Project ID	Project Name	Project Description	Potential Partners	Who has Jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects
PED-05	Jesse Jewell Parkway Pedestrian Hybrid Beacon at NEGA Hospital Entrance	Design and construct a mid-block crossing on Jesse Jewell Pkwy between Spring Street SE and Wisteria Dr. The mid-block crossing would include the proposed installation of a Pedestrian Hybrid Beacon (PHB). All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT USDOT	Varies	Gainesville	Yes	Spring Street SE	Wisteria Dr	Long-Term	18	15th
SFTY-04	E Ridge Road Sidewalk Installation	Design and install sidewalks on both sides of East Ridge Rd on the southeast side of the City of Gainesville. The existing typical section of East Ridge Rd is a 2-lane roadway with rural curb and gutter. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Hall County	Gainesville Unincorporated Hall Co.	Yes	Athens Street	Old Cornelia Hwy	Long-Term	18	16th
PED-09	Browns Bridge Road Mid-Block Pedestrian Crossing Installations	Design and construct a mid-block crossing on Browns Bridge Rd between McEver Rd and Jesse Jewell Pkwy. The mid-block crossing may include the proposed installation of a Pedestrian Hybrid Beacon (PHB). This would not overlap or duplicate efforts with the on-going GDOT project (PI No. 0016118). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville	Yes	McEver Road	Jesse Jewell Parkway	Long-Term	17	17th
SFTY-01	Nottingham Drive Traffic Calming	Examine reconfiguring Nottingham Dr between Lakeview Dr and Robinhood Trail to include traffic calming measures and other proven safety countermeasures aimed at improving corridor safety and complementing existing speed tables, signage, and striping. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Lakeview Dr	Robinhood Trl	Long-Term	17	18th
SFTY-06	Dawsonville Highway/John Morrow Parkway/SR 53 Corridor Safety Improvements	Assess and improve Dawsonville Hwy/John Morrow Pkwy/SR 53 corridor from its existing terminus at Queen City Pkwy to the Hall County Line. Specific safety countermeasures to consider include: reduction of speed limits; installation of sidewalks along Dawsonville Hwy/John Morrow Pkwy/SR 53; and others. This proposed project would also seek to implement specific safety countermeasures suggested as part of the Dawsonville Highway-McEver Road Connectivity Study (2019). These include some minor pedestrian improvements along both McEver Rd and Dawsonville Hwy (particularly where the proposed bypass alternative is proposed), as well as implementation of proposed "Don't Block the Box" and signal timing programs for both roadways. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	Queen City Parkway	Hall Co. Line	Long-Term	17	19th
PED-01	Hog Mountain Road Side Path	Design and construct a proposed 10-foot side path on the south side of the existing Hog Mountain Rd between Falcon Pkwy and Friendship Rd. The proposed project would tie into the existing Friendship Sidepath at the southern terminus. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Flowery Branch	Hall County	Flowery Branch Unincorporated Hall Co.	Yes	Falcon Parkway	Friendship Road	Long-Term	16	20th
SFTY-10	SR 52/Lula Road Corridor Safety Improvements	Design and construct improvements along Lula Rd from Clarks Bridge Rd to Old Cornelia Hwy. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (if feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula GDOT	GDOT	Lula Unincorporated Hall Co.	No	Clarks Bridge Road	Old Cornelia Hwy	Long-Term	16	21st
PED-04	SR 369/Browns Bridge Road Corridor Side Path Installation	Design and construct a proposed 10-foot side path along the existing Browns Bridge Rd corridor. The existing corridor does not include sidewalks or pedestrian improvements. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville	Yes	Atlanta Road	Hall Co. Line	Long-Term	15	22nd

Project ID	Project Name	Project Description	Potential Partners	Who has Jurisdiction?	Intersecting Jurisdictions	Safe Routes to School Eligible?	Begin	End	Timeframe Designation	Total Score	Rank
									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For corridor projects.
PED-10	Spout Springs Road Sidewalk Installations	In conjunction with Phase II of the Spout Springs Rd Widening, install sidewalks along the corridor from Union Circle to South of Friendship Rd. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Braselton Flowery Branch	Hall County	Braselton Flowery Branch Unincorporated Hall Co.	Yes	Union Circle	Hall Co. Line	Long-Term	15	23rd
PED-11	McEver Road Sidewalk Installations	Design and install sidewalks along McEver Rd from Friendship Rd to G.C. Crow Rd/Gainesville St. Originally planned as part of the McEver Rd Widening (Phase I). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Flowery Branch Buford	Varies	Flowery Branch Buford Unincorporated Hall Co.	Yes	Friendship Road	Gainesville Street	Long-Term	15	24th
SFTY-16	Thompson Bridge Road Corridor Safety Improvemnets	Design and construct improvements on Thompson Bridge Rd from Green Street SE and continuing to the Hall County Line. Proposed improvements would be intended to fit within or along the current roadway and right-of-way footprint - with minimal widening to mitigate property and environmental impacts. The project proposes to install sidewalks or side paths where feasible throughout the corridor. Additional improvements could include single-lane roundabouts at relevant intersections (where feasible), right-in/right-outs where appropriate, and roadway departure safety countermeasures (especially where there are curve and visibility issues). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville GDOT	GDOT	Gainesville Unincorporated Hall Co.	Yes	Green Streetreet SE	Hall Co. Line	Long-Term	15	25th
PED-06	Lakeview Drive Mid-block Pedestrian Crossing near Morningside Drive/Cleveland Highway	Design and construct a mid-block crossing on Lakeview Dr near the roadway's terminus at Cleveland Highway (SR 11). The mid-block crossing would facilitate pedestrian traffic attempting to reach Lakeview Academy and may include installation of a Pedestrian Hybrid Beacon (PHB). This project could potentially qualify for Safe Routes to School (SRTS) funding for implementation. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	N/A	N/A	Long-Term	14	26th
SFTY-08	Mundy Mill Road Sidewalk Installation	Design and install sidewalks on both sides of Mundy Mill Rd, from McEver Rd to Atlanta Hwy. The existing typical section of Mundy Mill Rd is a 4-lane divided roadway with limited pedestrian infrastructure at existing intersections. Installation of sidewalks could improve pedestrian safety and overall system performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Oakwood GDOT	GDOT	Oakwood	Yes	McEver Road	Atlanta Hwy	Long-Term	14	27th
CYC-02	Bradford Street Cycling Improvements	Design and construct cycling improvements along Bradford Street in downtown Gainesville - from Piedmont Rd to Spring Street SE. Proposed improvements could include a cycle track, semi-protected bike lanes, sharrows, or other cycling related improvements. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Gainesville	Gainesville	Yes	Piedmont Road	Spring Street SE	Long-Term	9	28th
PED-12	Thompsons Mill Road Pedestrian Improvements	Design and construct various corridor improvements (including sidewalks and mid-block crossings) along Thompsons Mill Rd in southern Hall County (from Spout Springs Rd to Vineyard Row). All improvements would meet Americans with Disabilities Act (ADA) requirements.	Braselton	Varies	Braselton	No	Spout Springs Road	Vineyard Row	Long-Term	6	29th
PED-07	Union Church Road Mid-block Crossing and Pedestrian Improvements near Chestnut Mountain Elementary School	Design and construct a mid-block crossing on Union Church Rd near Chestnut Elementary School. The mid-block crossing would include the proposed installation of a Pedestrian Hybrid Beacon (PHB). Specific safety countermeasures to consider include: signalization of the driveway (if warranted - currently only stop-controlled at elementary school exit); sidewalks along Union Church Rd; high-visibility crosswalks at the school entrance; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	None	Hall County	incorporated Hall Co	Yes	N/A	N/A	Long-Term	5	30th

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									Using total scores and stakeholder feedback, the projects were placed into short-term, medium-term and long-term tranches.	Sum of all previous columns	For intersection projects.
INT-02	Pedestrian Crossing Improvements in Downtown Gainesville (Multiple Locations)	Design and install pedestrian improvements at various intersections throughout downtown Gainesville. These intersections could include (but may not be limited to): • Bradford St @ High St • E.E. Butler Pkwy @ Hunter St SE • E.E. Butler Pkwy @ College Ave SE • Race St @ Hunter St SE • Bradford St @ Jesse Jewell Pkwy • Maple St @ Jesse Jewell Pkwy • W Academy St SW @ Jesse Jewell Pkwy • Athens St @ W Ridge Rd Specific safety countermeasures to consider include: signalization of stop-controlled intersections (if warranted); installation of sidewalks on all intersection approaches; installation of high-visibility crosswalks at all intersections; signal timing between intersections; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	Varies	Gainesville	Yes	N/A	N/A	Medium-Term	29	1st
R-03	E.E. Butler Parkway at MLK Jr Boulevard Roundabout	This project would calm traffic and address safety concerns at the existing intersections of E.E. Butler Pkwy at MLK Jr. Blvd and Athens St. The intersection lies within an Equity Emphasis Area, and was the site of 1% of all crashes in Hall County from 2018 to 2022. Of the 8 serious and minor injury crashes occurring in the corridor from 2018 to 2022, 87.50% (7) were curve-related, 87.50% (7) involved "following too closely", and 25.00% (2) involved motorcycles. This project would assess the existing intersections for installation of a five-legged roundabout, including the installation of pedestrian improvements where possible, and the installation of roadway lighting improvements. The project would also fill existing gaps in the sidewalk network along E.E. Butler Pkwy.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Short-Term	26	2nd
INT-04	SR 365 at Athens Street in Lula Intersection Improvements	Reconfigure or make geometric improvements at the intersection located in Lula (not Gainesville). The current configuration is an unsignalized intersection with a stop sign on Athens St. The median provides space for vehicles making a left turn and includes an acceleration lane. An Intersection Control Evaluation (ICE) previously indicated that specific safety countermeasures such as full signalization (if warranted - currently only stop-controlled along Athens St.) or installation of dedicated turn lanes would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	25	3rd
INT-05	SR 365 at Belton Bridge Road Traffic Signal Warrant Analysis/Improvements	Design and implement safety improvements at this intersection consistent with the on-going SR 365 Planning Study. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula/GDOT	GDOT	Lula Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	25	4th

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R-05	E.E. Butler Parkway/MLK Jr. Boulevard/Athens Street Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is a modified five way intersection with traffic signals at all approaches. An Intersection Control Evaluation should be completed; a roundabout, if determined to be feasible, could improve intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	25	5th
R-04	Green Street at SR 60/US 129 Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is three fully signalized intersections around an existing traffic triangle. A roundabout, if determined to be feasible, could improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	23	6th
INT-09	White Sulphur at Railroad/Crescent Drive/Pine Valley Road Intersection Improvements	Reconfigure or make geometric improvements at these intersections. Operational improvements should include those to address safety, sight distance, and sharp turns. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled on the Crescent Dr. approach); installation of sidewalks along all three roadways; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/Railroad	Hall County	Gainesville	Yes	N/A	N/A	Medium-Term	22	7th
INT-11	E.E. Butler Parkway at Chestnut Street Intersection Improvements	Shift the existing intersection to the north, further away from intersection of Athens Hwy and Ridge Rd. Extend southbound left turn lane on Athens Hwy on approach to Ridge Rd to prevent left turn traffic queues from blocking the through lane. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	22	8th
INT-01	Hilton Drive at Browns Bridge Road Intersection Improvements	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection with a stop sign on Hilton Dr (with a right turn yield sign). The median along Browns Bridge Rd provides space for vehicles making a left turn. Specific safety countermeasures to consider include: signalization of the intersection; installation of sidewalks along Browns Bridge Rd and Hilton Dr; and installation of a high-visibility crosswalks. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville/GDOT	GDOT	Gainesville	No	N/A	N/A	Medium-Term	21	9th
INT-03	I-985 at SR 53 Diverging Diamond Interchange	Convert the existing SR 53/I-985 interchange to a Diverging Diamond Interchange. A diverging diamond interchange allows traffic to temporarily cross to the left side of the roadway to ease/expedite left-turning traffic across high-volume roadways. Elimination of the conflict points for the left-turning motion have been shown to increase safety. Any pedestrian improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT/FHWA	GDOT	Oakwood	No	N/A	N/A	Medium-Term	20	10th

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R-07	Mountain View Road at Old Oakwood Road Roundabout	Reconfigure or make improvements - including a potential roundabout - at the existing intersection of Mountain View Rd and Old Oakwood Rd. The current configuration is an unsignalized three-way intersection, with a stop sign on the Old Oakwood Rd approach. An Intersection Control Evaluation should be completed; a roundabout, if determined to be feasible, could improve intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Oakwood	Hall County	Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	20	11th
R-08	SR 51/Old Cornelia Highway at SR 52/Lula Road Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection with a stop sign on SR 51. An Intersection Control Evaluation indicated improvements such as a roundabout would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula/GDOT	GDOT	Lula Unincorporated Hall Co.	No	N/A	N/A	Medium-Term	20	12th
R-09	Main Street at SR 51/Athens Street in Downtown Lula Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is a four-way stop intersection. An Intersection Control Evaluation indicated improvements such as a roundabout would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Lula/GDOT	GDOT	Lula	No	N/A	N/A	Medium-Term	20	13th
R-01	Nottingham Drive/Beverly Road at Lakeview Drive Roundabout	Reconfigure or make geometric improvements at the intersection. The current configuration is a four-way stop intersection. An existing school zone exists along Lakeview Dr north of the intersection, and medical facility east of the intersection. Consider a roundabout to improve intersection safety and performance; should a roundabout be found to be neither feasible or reasonable, consider other countermeasures such as: signalization of the intersection (if warranted); installation of sidewalks along all approaches; installation of high-visibility crosswalks; or others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Gainesville	Hall County	Gainesville	Yes	N/A	N/A	Long-Term	19	14th
INT-14	SR 13/Atlanta Highway and SR 53/Mundy Mill Road Intersection Improvements	Reconfigure or make geometric improvements at the intersection. The current configuration is a fully signalized intersection on all approaches. Specific safety countermeasures to consider include: implementation of an exclusive pedestrian crossing phase; replace existing "Walk/Don't Walk" signals with pedestrian countdown signal heads; increased pedestrian crossing times; additional lighting; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements. Previous safety countermeasures suggested by the Oakwood Citywide Traffic Improvement Study (2018) at this intersection include: modify signing and striping on southbound departure lanes to convert right-turn only lane to shared through/right-turn lane to maintain a 1,000-foot transition lane for traffic merge; monitor congestion at Chick-fil-A access and coordinate with GDOT for a future potential access closure.	GDOT	GDOT	Oakwood	No	N/A	N/A	Long-Term	18	15th

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INT-13	Thompson Bridge Road at Rufus Bryant Road Intersection Improvements	Reconfigure or make geometric improvements at this intersections. Operational improvements should include those to address safety, sight distance, and sharp turns. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	16	16th
R-06	Mountain View Road at Old Flowery Branch Road/Garden Park View Roundabout	Reconfigure or make improvements - including a potential roundabout - at the existing intersection of Mountain View Rd and Old Flowery Branch Rd and Garden Park View. The current configuration is an unsignalized intersection, with stop signs on the Old Flowery Branch Rd and Garden Park View approaches. An Intersection Control Evaluation should be completed; a roundabout, if determined to be feasible, could improve intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Oakwood	Hall County	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	15	17th
INT-08	SR 365 at Kubota Way Intersection Improvements	Reconfigure or make geometric improvements at the intersection to address safety and congestion. The current configuration is an unsignalized intersection with a stop sign on Kubota Way and Whitehall Rd. An ICE analysis indicated restricting left turns from Kubota Way and Whitehall Rd would improve the intersection safety and performance. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	14	18th
R-02	Thurmond Tanner Parkway at Phil Niekro Boulevard Roundabout	Evaluate an array of intersection improvements at this location, including but not limited to a roundabout. Other specific safety countermeasures to consider include: installation of sidewalks along both Thurmond Tanner Pkwy and Phil Niekro Blvd; installation of high-visibility crosswalks; increased pedestrian crossing times; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Flowery Branch/GDOT	GDOT	Flowery Branch	No	N/A	N/A	Long-Term	14	19th
INT-12	Thompson Bridge Road at Kanady Road/Old Dahlonega Highway Intersection Improvements	Reconfigure or make geometric improvements at this intersection. Operational improvements should include those to address safety, sight distance, and sharp turns. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled along Kanady Rd. approach); installation of sidewalks along both Kanady Rd. and Thompson Bridge Rd.; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	13	20th
INT-06	Friendship Road/SR 347 at Sparta Way Traffic Signal Installation	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection on all approaches. The typical section of Friendship Rd is a 4-lane divided road with a concrete median, while Sparta Way is a 2-lane roadway with limited pedestrian facilities. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled on Sparta Way); installation of sidewalks along Sparta Way; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	Braselton/GDOT	GDOT	Braselton	No	N/A	N/A	Long-Term	12	21st

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INT-10	East Hall Road at Gaines Mill Road Intersection Improvements	Design and realign the existing East Hall Rd and Gaines Mill Rd intersection to improve sight distances for approaching traffic. All improvements would meet Americans with Disabilities Act (ADA) requirements.	N/A	Hall County	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	11	22nd
INT-07	Thompson Bridge Road at Southers Road/Kroger Shopping Center Traffic Signal and Pedestrian Safety Upgrades	Reconfigure or make geometric improvements at the intersection. The current configuration is an unsignalized intersection with a stop sign on the approach from Kroger Shopping Center. Thompson Bridge Rd is an existing 4-lane divided roadway with a concrete median and dedicated turn lanes on each approach. Specific safety countermeasures to consider include: signalization of the intersection (if warranted - currently only stop-controlled on Southers Rd/Kroger shopping center); installation of sidewalks along both Southers Rd and Thompson Bridge Rd; installation of high-visibility crosswalks; and others. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	10	23rd
R-10	Belton Bridge Road/Skitts Mountain Road/Holly Springs Road Roundabout	Design and construct a roundabout at the existing five-way intersection of Skitts Mountain Rd, Belton Bridge Rd, and Holly Springs Rd. All improvements would meet Americans with Disabilities Act (ADA) requirements.	GDOT	GDOT	Unincorporated Hall Co.	No	N/A	N/A	Long-Term	10	24th

